



AGREEMENT

***The Adjutant General's Department,
State of Texas National Guard
and
Texas Lone Star Chapter #100,
ACT
(Association of Civilian Technicians)***

February 2003

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ARTICLE ONE

PREAMBLE

Pursuant to the policy set forth in Public Law, this contract and such amendments, changes and supplements thereto, as duly approved, constitute a collective bargaining agreement between the Association of Civilian Technicians, Lone Star Chapter, hereinafter referred to as the "Labor Organization", and the Adjutant General, State of Texas, hereinafter referred to as the "Employer". Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

1-1 MUTUAL GOALS

The public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices to facilitate and improve performance and the efficient accomplishment of the operations of the Texas Army National Guard. This agreement identifies the following mutual goals of the parties.

- a. To promote and improve the efficient administration and operation of the Texas Army National Guard and the well-being of its employees within the meaning of Public Law.
- b. To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Employer.
- c. To provide means for amicable discussion and adjustment to matters of mutual interest.
- d. Promote employee communications and information of personnel policy and procedures.

1-2 SUPERVISORY AWARENESS

The Employer will ensure that all supervisors are fully aware of the provisions of the agreement.

ARTICLE TWO

EXCLUSIVE RECOGNITION AND COVERAGE

2-1 BARGAINING UNIT

The Employer recognizes that the Association of Civilian Technicians is the exclusive representative of all technicians in the bargaining unit.

a. INCLUDED: All Texas Army National Guard wage grade and general schedule technicians.

b. EXCLUDED: All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than purely clerical capacity.

NOTE: In applying this paragraph, Sec. 7112 Public Law 95-454 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. In addition, changes to the bargaining unit will be through mutual consent or as determined by a Labor department clarification of the bargaining unit.

2-2 APPLICATION

This agreement, to include all articles herein, is applicable to bargaining unit technicians in the Texas Army National Guard without discrimination and without regard to membership in the Labor Organization.

ARTICLE THREE
MANAGEMENT RIGHTS

3-1 LAW

Management officials of the agency retain these rights, in accordance with applicable laws and regulations:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the employer.
- b. To hire, assign, direct, layoff and retain employees of the employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- c. To assign work, to make determination with respect to contracting out, and to determine the personnel by which the employers operations shall be conducted.
- d. With respect to filling positions, to make selection for appointments from:
 - (1) Properly ranked and certified candidates for promotion; or
 - (2) Any other appropriate source.
- e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

3-2 PROHIBITED NEGOTIATIONS

Nothing in this agreement shall impose upon the Employer the obligation to negotiate with the Labor Organization on matters with respect to the mission of the Employer, its budget, its organization and the number of employees.

3-3 PERMISSIBLE NEGOTIATIONS

The Employer agrees to bargain permissible subjects with the Labor Organization in accordance with 5 U.S.C. 7106(b)(1) and/or Executive Order. Nothing in this agreement shall preclude the parties from negotiating procedures, which the Employer will observe in exercising any authority in carrying out the above rights. Nothing in this agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercise of any authority of the above rights by the Employer.

ARTICLE FOUR
TECHNICIAN RIGHTS

4-1 POLICIES

Parties to this agreement recognize that, "each employee shall have the right to form, join, or assist any Labor Organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right". Except as otherwise expressed in Public Law 95-454, the freedom of such employees to assist the Labor Organization shall be recognized as extending to participation in the management of, and acting for, the Labor Organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. Nothing in this agreement shall require an employee to become or to remain a member of a Labor Organization, or to pay money to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the employee is not precluded from being represented by an attorney or other representative, other than the Labor Organization, of the employees own choosing, or exercising grievance or appellate rights established by law, rule or regulation except in cases of negotiated grievance or appeal procedure.

4-2 EMPLOYEE PARTICIPATION

a. The terms of this agreement do not preclude any technician of the agency from bringing matters of personal concern to the attention of appropriate officials of the Texas National Guard and/or the Labor Organization in accordance with applicable laws and regulations.

b. The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that collective employee participation in the formulation and implementation of personnel policies affecting the employees contribute to the effective conduct and the efficient administration of the Texas Army National Guard; and the well being of its employees require that orderly and constructive relationships be maintained.

4-3 EMPLOYER RESPONSIBILITIES

The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure the employees are appraised of the rights described in this Section, and that no interference, restraint, coercion, or discrimination is practiced within the agency to encourage or discourage membership in the Labor Organization. The Employer agrees to continue to demonstrate its affirmative willingness to bargain with the Labor Organization and its representatives. Existing regulations maintained by management affecting personnel policies, practices, and working conditions will be made available to employees when requested.

ARTICLE FIVE

LABOR ORGANIZATION RIGHTS AND DUTIES

5-1 EXCLUSIVE REPRESENTATIVE

The Labor Organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all technicians in the bargaining unit. The Labor Organization is responsible for representing the interests of all members of the bargaining unit it represents without discrimination and without regard to Labor Organization membership.

5-2 REPRESENTATION

An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any formal discussion between one or more representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. A representative of the local Labor Organization shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation.

5-3 DISCRIMINATION

The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not coerce, discipline, fine, or attempt to coerce a member of the Labor Organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee. The Labor Organization will not discriminate against an employee with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, religion, national origin, sex, age, political affiliation, marital status or handicapping condition.

5-4 PROHIBITED ACTIVITIES

The Labor Organization will not call or participate in, a strike, work stoppage, or slowdown, or in the picketing of the Employer in a Labor/Management dispute if the intent of such picketing interferes with the Texas Army National Guard operations. The Labor Organization will not condone any such activity by failing to take action to prevent or stop such activity.

5-5 ENFORCEMENT

The Labor Organization recognizes the joint responsibility with the Employer for the administration and enforcement of this agreement.

5-6 INTERNAL BUSINESS

It is agreed that internal Labor Organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature will be conducted during non-duty hours of the employees involved.

ARTICLE SIX

LABOR ORGANIZATION AND SHOP STEWARDS

6-1 EXECUTIVE COUNCIL

The officials of the Labor Organization will consist of the following: An Executive Council elected by the membership to include: a. President, b. Executive Vice President, c. Six Regional Vice Presidents, d. Secretary, and e. Treasurer.

6-2 STEWARD ASSIGNMENTS

Stewards will be appointed by the Executive Council. Steward assignments are also the responsibility of the Executive Council. The representational duties of each steward will be assigned by the Executive Council as needed, as will each steward's functional area.

6-3 NUMBER OF STEWARDS

The number of stewards will be sufficient to represent all employees of the bargaining unit. This number is to be a joint agreement of management and the Labor Organization with special considerations for TDY and shift work.

6-4 SHOP STEWARDS

The steward is the official Labor Organization representative for the bargaining unit members and will be consulted by management officials regarding changes in conditions of employment. It is understood that the stewards may speak for the employees of the section regarding the provisions of the contract but will not make decisions on the intent of any contractual language.

6-5 LIST OF OFFICERS AND STEWARDS

The Labor Organization will furnish a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

ARTICLE SEVEN

BUSINESS OFFICE AND ADMINISTRATIVE COOPERATION

7-1 OFFICE

The employer will provide the labor organization with an adequate office space, with unrestricted access for all union officers and stewards. The parties agree that the Labor Organization needs sole use office space to allow for the full representation of the bargaining unit. This space will be private, secure, and of sufficient area to conduct union business but not less than 175 square feet. The main office will be provided at Camp Mabry. Space shall be appropriately furnished and have a dedicated phone line, file cabinet and typical office furniture found in any ARNG office. Should management need the office space they are occupying, management agrees to give advance written notice a minimum of ninety (90) days in advance. Management agrees to supply like or better office space should a move be necessary. The move of the office and its contents shall be accomplished by bargaining unit members of official time status.

a. At locations remote from the main office, the employer will allow use of available space in close proximity to employee representatives' workplaces adequate for full employee representation and administrative tasks. Adequate space shall include space equivalent to space provided agency representatives to conduct representational duties on behalf of the agency.

b. The employer agrees to furnish wherever practicable Department space on an impartial and equitable basis for meetings of the union outside regular working hours.

c. Management agrees to provide access to conference rooms.

d. The office space will be environmentally supported in the same manner as the rest of the building.

7-2 TELEPHONE

A telephone service with a dedicated line will be provided by the Employer. The Labor Organization is also authorized the use of the DSN, Texan and Minuteman (computer bulletin board) systems for official business free of charge. The Employer will provide access to a facsimile machine during working hours. Long distance charges will be borne by the Labor Organization.

7-3 FURNITURE

The Labor Organization will be afforded access to excess serviceable office furniture and utilize available furniture under the control of the Adjutant General of Texas.

7-4 BULLETIN BOARDS

The Employer agrees that the Labor Organization shall be afforded bulletin board space for the display of Labor Organization material as follows:

- a. On existing "consolidated" bulletin board, sufficient space to allow for posting of Labor Organization material.
- b. If sufficient space is not available or there is no "consolidated" bulletin board in the facility, or building, the Labor Organization may place one bulletin board per building. Agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.
- c. Existing bulletin boards will remain in place.
- d. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility area for the purpose of identifying the shop steward. The Labor Organization agrees that if such additional space is required, agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.

7-5 COPIERS AND COMPUTERS

The Employer assures the Labor Organization the right to use existing copiers for official Labor Organization business. Copy requirements in excess of 50 pages will be accomplished through the Camp Mabry print shop. The Labor Organization also has the right to access of a computer terminal and printer when this equipment is not being used for official business and/or mission requirements. Any software used by the Labor Organization for its business must be purchased by the Labor Organization in accordance with applicable copyright laws.

7-6 DISTRIBUTION

- a. A distribution box will be provided to the Labor Organization at the Central Distribution Point.
- b. The Employer agrees to deliver any U.S. Mail addressed to an employee at his/her work location. The Employer has the obligation to ensure that the privacy of such mail is protected. However, personal mail should not be mailed to employer address on a continuing basis.

7-7 PUBLICATION/DISTRIBUTION OF THE CONTRACT

The Employer will cause a copy of this agreement to be printed and a copy furnished to each bargaining unit member currently employed at the time the agreement becomes effective and that may become employed in the future. The cost of publishing the agreement will be borne by the Employer.

ARTICLE EIGHT

TECHNICIAN CHAIN OF SUPERVISION

8-1 ESTABLISHMENT /POSTING

- a. Each unit /activity supervisor will establish a technician chain of supervision.
- b. The facilities organizational chart will be posted at each installation and armory as a permanent document on the Bulletin Board where notices to employees are customarily posted.

8-2 EMPLOYEE TITLE

- a. Military grades will not be referenced in technician official personnel folder records.
- b. Communications, either verbal or written, when directed to a Federal Civil Service Technician in his capacity as a labor organization representative shall not include any reference to that employee's title, status or rank within any other organization outside of the recognized bargaining unit.
- c. This same consideration will also be extended to a bargaining unit member who is involved in any dispute relative to the bargaining unit member's employment or condition of employment. The appropriate title will be "Mr." or "Ms."

8-3 APPOINTMENT OF ACTING SUPERVISOR

Supervisors will appoint, in writing, an acting supervisor who will be in charge in his absence. A verbal appointment may be made in unforeseen circumstances. The individual so designated will be the one best suited for this responsibility in the judgment of the appointing supervisor. If an acting supervisor is a bargaining unit employee who has not been temporarily promoted into the supervisory position, the supervisory duties will be limited. They will not have access to technician supervisory work folders IAW TPM Subchapter 3 and Article 12 of this Agreement. Any disciplinary actions required during the acting supervisor's tenure will be referred to the permanent supervisor or to the next higher level supervisor.

ARTICLE NINE

GOVERNMENT PROPERTY AND EQUIPMENT

USE OF EQUIPMENT

9-1 GENERAL

Technicians will exercise proper supervision and care of equipment for which responsibility has been assumed or assigned.

9-2 RESPONSIBILITIES

Equipment found to be damaged or misused following periods when such equipment was not within the direct control of the technician concerned will be reported as soon as possible to the technician's supervisor. In such event, the technicians will not be held responsible for such damage or misuse that may occur beyond their control or through negligence not attributable to them.

9-3 TURN-IN OF EQUIPMENT

An employee will be given a reasonable opportunity to correct minor deficiencies, if within his capability, that may be required before turn-in of equipment.

ARTICLE TEN

COMMUNITY SUPPORT

10-1 CIVIC RESPONSIVENESS

The Labor Organization will support management in matters of *Texas Army National Guard* civic responsiveness. The support will normally be in the form of participation in such activities as fund drives, blood donor programs, participation in civic events and the travel reduction program, fostering pride and responsibility among unit members. It is understood that such support would be voluntary in nature.

10-2 SUPPORT

The Labor Organization agrees to cooperate with management in these truly voluntary and worthy efforts and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations, which specify that no compulsions or reprisals will be tolerated.

ARTICLE ELEVEN

WORK ATTIRE

11-1 MILITARY UNIFORMS

a. The employer will provide a direct exchange program for worn, torn, or clothing soiled too badly to be rendered clean and presentable in the performance of day-to-day duties. A reasonable amount of duty time will be authorized for the purpose of exchanging unserviceable uniforms.

b. Technicians in need of replacement uniforms should request the necessary items from their unit's supply as soon as possible. The technician will turn in unserviceable items upon receipt of the new items. Replacement orders will normally be received at the unit within 14 days from the date of the request. Should the unit not receive the requested items, the technician will notify the supervisor. The supervisor will then request assistance through the appropriate channels to resolve the matter. The technician will be kept fully advised on the status of the request.

c. To the extent allowed by law and authorized by regulation the employer agrees to provide uniforms ready to wear in sufficient numbers to Technicians with all required accouterments attached. At its discretion the employer may allow its resources to be utilized to affix other uniform accouterments authorized by regulation.

d. Additional items of clothing and equipment are essential to the health, safety, comfort, and efficient functioning of personnel. Full-time and indefinite bargaining unit employees, performing maintenance, supply and warehouse functions, at their discretion, will receive supplemental allowances for organizational clothing and equipment items authorized in quantities over and above initial allowances. Therefore, the agency will authorize the following supplemental items:

- | | |
|------------------------------------|-----|
| 1. Cap, cold weather | 1ea |
| 2. Coveralls, lightweight | 2ea |
| 3. Underwear, top polypropylene | 1ea |
| 4. Underwear, bottom polypropylene | 1ea |

e. For those bargaining unit employees who are required to wear a prescribed uniform not furnished by the employer (i.e., warrant and commissioned officers) will be furnished an allowance in accordance with 37 USC §§ 415, 416 and 417.

f. For those employees who are required to fly, special uniform items, (e.g. flight suits, helmets, survival vests, extreme cold weather flight gear, Nomex gloves, Nomex jackets, etc.), will be provided and replaced by the employer, at no expense to the employee, as per AR 95-1 chapter 3 and AR 385-10 Chapter 6.

g. Employees who normally wear protective coveralls while performing their duties must maintain one (1) set of serviceable BDU, to include appropriate hat, boots, and military accessories, at the work site in the event the mission requires a change of clothing.

11-2 CLOTHING CONTAMINATION

Maintenance, supply, and warehouse employees who have the potential for exposure to hazardous substances should maintain an additional change of clean work attire. Items of work attire that become contaminated with hazardous and or toxic substances, at the discretion of the supervisor, will be turned in to the agency, and at its discretion either washed and returned or replaced. Disagreements that arise over levels of contamination or toxicity may be settled through Federal, State or local environmental and or health regulations.

11-3 DRESS REQUIREMENTS

If no dress requirement is stated, military uniforms shall be optional for all non-military sponsored activities. If civilian attire is worn, it shall be appropriate for the function attended.

11-4 LOCKERS

- a. The employer to those employees that must make clothing or uniform changes in connection with their employment will make every available effort to furnish adequate lockers.
- b. Where government lockers are furnished to an employee, for personal use, the user shall maintain them in a clean and orderly manner. In case of emergency, such as fire or other danger to the contents of the locker, it may be opened and the contents moved to a safe place. There is no expectation of privacy in an Agency furnished locker. Access by employer will be in accordance with applicable law.
- c. Lockers and/or storage space shall be provided for Personal Protective Equipment (PPE). The employer agrees to insure security of individual issue PPE when stored in a common use storage area.

ARTICLE TWELVE

PERTINENT INFORMATION

12-1 EMPLOYER INFORMATION

The Employer agrees to make available all pertinent policies and directives of the agencies, (NGB, DOD and OPM), to include changes, during normal duty hours when requested by the Labor Organization.

a. The employer agrees the Labor Organization will also be placed on direct distribution for the following: HRO Newsletters, Job Announcements, and Adjutant General Policy letters.

b. The Human Resources Office (HRO) shall maintain an open-door policy for any employee requesting information concerning their assignment or employment.

c. Copies of appropriate regulations, publications, directives and personnel policies concerning technician employment will be available in administrative areas and may be examined by any employee upon request. Requests to review regulations filed outside of the work area will be submitted to the employee's supervisor.

12-2 LABOR ORGANIZATION INFORMATION

The Labor Organization agrees to provide the Employer with any pertinent Labor/Management relations' publications and directives that they receive.

12-3 BARGAINING UNIT MEMBERS

The Employer agrees to supply the Labor Organization with a current list of names and work locations of all bargaining unit members. Such list to be updated upon request by the Labor Organization.

12-4 SUPERVISORS LIST

A list of supervisory positions and names will be provided to the Labor Organization upon request.

12-5 EXCLUSION FROM THE BARGAINING UNIT

The Employer agrees to supply the Labor Organization with an initial list of names and work location/positions of all non-supervisory non-managerial technicians excluded from the bargaining unit as determined by the Statute. HRO will notify the union president of any subsequent changes to the published list.

12-6 EMPLOYEE MANNING DOCUMENT

The employer agrees to furnish the labor organization a copy of the Support Personnel Manning Document (SPMD) for the TXARNG. Such document shall be provided upon request.

12-7 CORRESPONDENCE

Correspondence directed between the employer and the labor organization will be handled in a timely manner. Unless a response to a written inquiry from either party can be transmitted within ten (10) working days of receipt, the responding party shall contact the inquiring party and obtain an extension of time in which to respond. Such extensions shall not unreasonably be withheld. Inquiries from individual employees, with respect to matters covered by this agreement, will be processed through administrative channels in a similar timely manner.

ARTICLE THIRTEEN

NEW EMPLOYEE ORIENTATION PROCEDURES

13-1 INFORMATION

a. The Employer will establish and follow procedures to assure that a new employee will be counseled on all aspects of technician employment within the first five working days after employment.

b. Orientation will be accomplished by a representative of the Human Resources Office (HRO) or a remote designee knowledgeable in the broad aspects of employment within the program.

(1) A checklist will be prepared to cover general aspects of technician employment that a new employee must be made aware of. The Union will be given the opportunity to review the checklist, to include any locally prepared informational handout for new technicians, and may make recommendations, which will be considered.

(2) The Employer agrees that, as part of orientation, all new technicians appointed to positions in the bargaining unit shall be informed that the organized exclusive bargaining unit is the Texas Lone Star Chapter, Association of Civilian Technicians, and will be advised of Employee Rights under 5 USC, Section 7102.

(3) New technicians will be advised that the name, work telephone number and work location of the Union representatives is posted on a bulletin board in their work area. The Union will provide the HRO with a letter of introduction to be provided each new bargaining unit employee during the employee's orientation briefing.

(4) A copy of the Labor Management Agreement will be presented to each new technician at time of initial employment orientation.

c. The Employer agrees to notify the Union, in writing, of the name, job title, and duty station of each new bargaining unit technician employed. This will be accomplished on a monthly basis.

13-2 FAMILIARIZATION

It is agreed that the supervisor will schedule time during in processing that will be afforded to the local union representative to meet with new employees, based on mission requirements. At this time the local union representative will discuss the current Labor/Management agreement.

13-3 HEALTH BENEFIT BRIEFING

The Employer may arrange, if requested, for annual briefings on the Federal Health Benefits Program, and will provide information on all applicable insurance plans and programs available to employees, with attendance by representatives of insurance carriers when possible. These briefings will also include an explanation of Federal Employees Compensation Act (FECA) procedures and benefit entitlements.

13-4 RETIREMENT INFORMATION

Employees requesting information that pertains to retirement, either optional or disability, will be fully informed in all aspects and options of retirement by qualified personnel.

13-5 IDENTIFICATION (ID) CARDS

Employees will be afforded the opportunity to obtain DOD ID Cards during duty hours upon request.

ARTICLE FOURTEEN

EMPLOYEE PERSONNEL FILES

14-1 RECORDS/FOLDERS

a. No derogatory material of any nature which might reflect adversely upon a technician's character or career will be placed in his or her Official Personnel Folder or Employee Record Card (NGB Form, 904) without his or her knowledge. The technician will have the opportunity to comment on and initial all such entries, which will merely acknowledge the entry but not the accuracy. The immediate supervisor can annotate the Employee's Record Card. Any entry, which the technician believes to be unjustified, is subject to the negotiated grievance procedure.

b. Technicians will be given the opportunity to initial, request and obtain a copy of the document(s) placed in their Official Personnel Folder or Employee Record Cards. The technician's initials on the NGB Form 904 certifies that he or she has reviewed the document and received a copy, if requested. No document or record may be used against the technician from his/her personnel folder unless he/she has been afforded the opportunity to review the document.

c. Each technician or representative, as designated by the technician in writing, or his or her designated Union representative in writing, shall have access on official time to inspect and/or copy any document appearing in his or her Official Personnel Folder or Employee Record Card, pertaining to him or her. The Employer will assist the technician in obtaining a copy of the document in the Personnel Folder or Record Card. A copy of a document will be provided to the technician, upon request, at no cost.

d. Other than the technician, or his or her designated Union

e. Representative, only those Persons designated in FPM Chapter 294 will be allowed access to a technician's Official Personnel Folder. Access to a technician's Official Personnel Folder by other than the technician's supervisor will be For Official Use Only.

f. Letters of caution or warning placed in a technician's Personnel Folder or Employee Record Card will be maintained and/or removed in accordance with applicable regulations. Charges determined to be unfounded will be destroyed immediately and cannot be used against a technician. Management further agrees that all records pertaining to technicians will be properly maintained and safeguarded to prevent access by unauthorized persons.

ARTICLE FIFTEEN

DUES AUTHORIZATION AND REVOCATION PROCEDURES

15-1 PURPOSE

The purpose of this Article is to provide a procedure for the authorization and revocation of voluntary allotments from the pay of technician members of the Association (bargaining unit) for the payment of Labor Organization dues. This procedure is entered into under the provisions of Chapter 7115, PL 95-454.

15-2 TECHNICIAN ELIGIBILITY

The Association has exclusive recognition to represent the members in a bargaining unit, consisting of all wage grade and general schedule technicians employed by the TXARNG, excluding all Employer officials, supervisors, and employees engaged in Federal personnel work in other than a purely clerical capacity as defined in PL 95-454. This Article is applicable to all technicians of the bargaining unit who are members in good standing of the Association, and who:

- a. Have voluntarily authorized payroll deductions for payment of dues to the Association with full knowledge of the method of revocation of the authorization;
- b. Receive an established normal amount of pay on regularly scheduled pay days and that such net salary, after other legal and authorized deductions, is sufficient to cover the full amount of the authorized allotment for dues; and are covered by the bargaining unit for which exclusive recognition has been granted.

15-3 DUES ALLOTMENTS

- a. Dues in the amount of seven tenths of a percent (.007%) of the member's base rate of pay will be deducted from the bi-weekly pay of any eligible technician of the unit who is a member of the Association and who has voluntarily authorized such deduction on a properly executed SF 1187. The rate of pay shall be exclusive of any HDP, overtime, shift differential, premium or other related pay outside the technician's basic rate of pay.
- b. A technician may have only one dues allotment per pay period payable to the Association.
- c. If the amount or rate of regular dues is changed the Association will notify HRO in writing of the change. This Section would then be amended to reflect the revised amount (percentage) in accordance with regulations. Only one such change will be made in any period of 12 consecutive months.

15-4 ALLOTMENT AUTHORIZATION PROCEDURES

a. The Association will inform each of its members of the voluntary nature of the authorization for payment of Labor Organization dues and of the prescribed procedure for revoking the same.

b. The Association agrees to purchase and distribute to its members in good standing the prescribed authorization, SF 1187, Request for Payroll Deductions for Labor Organizations Dues. The Association Chairperson, Secretary, or Treasurer will be designated to receive properly executed forms, certify the Labor Organization portion of the forms, and submit the forms to USPFO for Texas, Civilian Pay Branch.

c. Allotments authorized on properly completed and certified forms which are received in the USPFO for Texas will be processed to Defense Finance Accounting Service (DFAS). The authorized amount shall be withheld from the technician's pay and will continue until the allotment is terminated under one of the conditions stated in Section 15-5, below.

15-5 REVOCATION

A member may revoke his allotment for Union dues by submitting to the USPFO for Texas, Civilian Pay Branch two copies of a completed and signed Standard Form 1188. When a member does not use SF 1188, other written notification of revocation signed and dated by the member will be accepted. The member may submit a SF 1188 or other written notice to cancel dues withholding at any time; however, the effective date of such revocation will be as follows:

a. The effective date of such revocation shall be not less than one full year after the initial membership in the union as dated on the SF 1187, and thereafter; during the month of September, provided the employee's revocation request is received before the end of September.

b. The USPFO for Texas, Civilian Pay Branch, upon processing an employee's request for revocation, will provide the union appropriate notice by furnishing a copy of the SF 1188 or other written notification within one month of receipt.

15-6 RESPONSIBILITIES

a. The Association will

- (1) Comply with the terms of this Article;
- (2) Purchase SF 1187's and distribute said forms to its members;
- (3) Assure that allotments on the part of its members are voluntary;

- (4) Certify as to the amount or rate of its regular dues;
- (5) Educate its members on the overall program for payroll
- (6) Allotment for payment of Labor Organization dues, its voluntary nature, and the availability of SF 1187's;
- (7) Inform its members of the conditions governing revocation of allotments and the availability of SF 1188's;
- (8) Notify USPFO for Texas, in writing, within five working days, when a member of the Association is expelled or for any reason ceases to be a member in good standing;
- (9) Promptly notify USPFO for Texas in the event of a change in the dues structure or other change requiring an amendment to this Article; and
- (10) Promptly forward to USPFO for Texas any written revocation of an allotment.

b. The Agency will:

- (1) Comply with the terms of this Article;
- (2) Ensure a supply of SF 1188's is available for use in revocation of allotments and make the forms available to technicians on request;
- (3) Notify the Association, in writing, when a technician's dues allotment is being terminated as a result of promotion to a position not covered by the bargaining unit, retirement, resignation, death, or for other appropriate reasons; and
- (4) Provide the Association with a copy of any published pay scales memorandum (general schedule and wage system).
- (5) Verify and certify payroll deduction eligibility and submit completed SF1187's to the USPFO for Texas, Civilian Pay Branch. Allotments will be made effective at the beginning of the first full pay period following receipt of SF 1187's from the association.
- (6) Ensure that properly executed SF 1187s for dues allotments are submitted to Defense Finance Accounting Service;
- (7) Retained one copy for payroll records.

(8) Ensure that allotments are discontinued for any of the Reasons specified in Section 15-5, above. SF 1188's will be submitted and verified by USPFO for Texas, and the discontinuance will be effective during the pay period in which received in the servicing payroll office; and

(9) Furnish the union's Treasurer a copy of the collection voucher of the actual amount of union dues that will be withdrawn from the Association of Civilian Technicians account as a result of leave buy-back from an OWCP case.

15-7 EXCLUSIONARY PROVISIONS FROM LABOR-MANAGEMENT RELATIONS AGREEMENT

a. The Association and the Employer recognize that the expiration of the LMRA (Contract) shall not terminate, or in any way affect, dues withholding under this Article. The parties agree that dues withholding shall continue under the procedures set forth in this Article during re-negotiations of the LMRA or until otherwise changed by mutual written consent of the parties.

b. This Article shall be terminated:

(1) By mutual written consent of the parties; or

(2) On the 15th day after the Association shall have lost its certification for exclusive recognition, provided that during the 15-day period the Association shall not have reacquired its status as exclusive representative.

ARTICLE SIXTEEN

WORK SCHEDULE AND HOURS OF WORK

16-1 ADMINISTRATIVE WORKWEEK

An administrative workweek means a period of seven consecutive calendar days, Sunday through Saturday with Sunday as the first day. The basic workweek is established at a minimum of 40 hours.

16-2 HOURS OF WORK

- a. The basic workweek is designated as four consecutive ten (10) hour Days between 0600 to 1800 hours, with a duty free lunch period.
- b. A basic workday is established as a period of ten hours.
- c. A minimum of 80 hours is prescribed for each pay period.
- d. The Adjutant General retains the discretion to change or modify the basic workweek for the Technician Program. The employer recognizes its responsibility to bargain, as prescribed by Law and article Thirty-six (36) of this agreement any changes to work schedules. Work schedules shall be established so that all technicians will benefit from a maximum of consecutive days off.
- e. The Employer may develop adjusted work schedules for individual Technicians who have a conflict with transportation schedules (car or van pools, or public transportation). Such adjusted schedules must have the concurrence of the senior technician at the Army training site/installation/facility.

16-3 PREMIUM PAY

All shift, holiday and Sunday premium pay will be paid in accordance with law or regulation (5 CFR).

16-4 LUNCH PERIODS

Unless the Employer determines otherwise, each technician is authorized a duty free lunch period commensurate with the work scheduled. The lunch period will normally be scheduled between 1100 and 1300 and normally not taken in the work area. If the Employer assigns work that interrupts a technician's normal lunch period, or does not allow it to start, the Employer will allow the employee either to reschedule the full duty free lunch period or take a lunch break of 20 minutes or less within close proximity to the work-station while remaining available for work assignments. Technicians deprived of a full duty free lunch period will receive compensatory time for the full lunch period. At the technician's request, the supervisor may grant compensatory time at the end

of the duty day. Management will make every effort to coordinate the workload to allow an uninterrupted lunch period”.

16-5 BREAKS

Each shift of the workday will be allowed two (2) paid rest periods, one each during the first and last halves of each shift. Technicians working a duty day of nine or less hours will receive 15-minute rest periods, technicians working a ten-hour workday will receive 20-minute rest periods.

Neither the preset or intermittent breaks will preclude an employee from consuming refreshments at employee's work area or desk as long as it does not interfere with employee's work or local policy. The constraints or restrictions to prescribed periodic breaks for employees working in a hazardous duty environment, as defined and identified by Management, do not preclude additional breaks where such breaks are deemed essential for reasons of health and safety. Additional short periods during the daily tour will be permitted when such periods are beneficial and/or necessary. Criteria for determining rest periods are as follows:

- (1) Protection of a technician's health by relief from hazardous work or from that which requires continual and/or considerable physical exertion;
- (2) Reduction of accident rate by removal of fatigue potential;
- (3) Working in confined spaces or in areas where normal personnel activities are restricted: and/or-
- (4) Increase in, or maintenance of, higher quality and/or quantity production traceable to the rest period.
- (5) The rest period may not be a continuation of the lunch period.

16-6 ALTERNATE WORK SCHEDULES

It is recognized by the Employer and the Labor Organization that in order to expedite the mission of the organization and maintain effective scheduled operations on a sound economic basis, it may be necessary to assign certain personnel to a tour of duty outside the basic work week. Therefore, the hours of work and the basic workweek of four consecutive ten hour day work schedule may be changed by the Employer after consultation and negotiations with the Labor Organization. Consideration for the suggestions, opinions, and desires of the technicians involved should be given. Upon changes in the days of the employee's basic workweek or hours of work, the Employer will provide the Union President a copy of the notice given to employees.

16-7 DIFFERENTIAL PAY

Technicians assigned to a regularly scheduled night or early morning shift will receive the shift differential in accordance with 5 CFR.

16-8 SHIFT CHANGES NOTIFICATION

Except when the head of the Executive agency or military department determines that the organization would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer will make shift changes effective at the beginning of a pay period and no less than two (2) weeks in advance of a shift change both notify each affected employee and the Labor Organization of the change and post the new schedule in each effected employee's work area. For purposes of this section. "head of the Executive agency or military department" and organization" shall have the same meaning that they have in 5 U.S.C. 6101(a) (3) . Upon the Labor Organization's request, the Employer shall, as with other changes in working conditions, negotiate the impact and implementation of a shift change”.

16-9 SELECTION CRITERIA FOR TOUR AND SHIFT CHANGES

Whenever a different tour or shift will be established within an organization, the staffing procedures for establishing the initial roster are as follows;

- a. Qualified volunteers will be selected first. If more employees volunteer than are needed, the most senior employee (by EAD) will take the first change unless this procedure would preclude the accomplishment of the mission.
- b. If a sufficient number of volunteers cannot be obtained, assignment will be made on the basis of least seniority (by EAD). The qualified employee with the least seniority will be selected.
- c. After commencement of the established tour or shift, subsequent rotations will be made IAW paragraphs a and b above. When fewer employees volunteer than are needed, non-volunteers will be selected from the roster. Employees completing the assignment will be placed at the bottom of the roster, least senior first. Volunteers desiring to stay on the assignment may remain, providing no one else will want to take his place and at Management's discretion provided the decision is not arbitrary or capricious.

d. The supervisor will keep records indicating time spent on the alternate tour/shift. The rotation records will be maintained for a period of two years. Rotation for tour of duty changes (days of the week) or shift (hours of work) will be for two (2) pay periods. Any exception to the rotation circle will be discussed with the Union President or his designee.

16-10 EXEMPTION FROM SHIFT/TOUR ROTATIONS

a. If an employee requests that he/she be relieved from a tour of duty/shift work rotation because of personal hardship circumstances, the employee will submit a written request with justification, which should include, supporting evidence, to the immediate supervisor for approval. This information must be sufficient to enable verification of the information. An employee with a personal medical problem may provide a statement from a certified physician indicating the reason and duration of the exemption. When the duration of the exemption expires, the employee will be eligible for the rotation requirement.

b. Whenever an application for adjustment of shift/tour rotation is submitted by an employee in order to establish a firm academic schedule in the furtherance of educational endeavors or to qualify an employee for career advancement, the first-line supervisor may approve a request. If the request is granted, the employee must furnish supporting documentation as determined by the immediate supervisor from the registrar or other comparable official of the academic institution in which enrolled. If the employee fails to furnish the supporting statement within fourteen (14) days after enrolling or withdraws from the academic institution, the exemption and assignment considerations may be revoked. An employee may submit a request for an additional semester, provided at the time of the request, the employee presents a satisfactory completion of the previous semester's requirements.

c. In the event of disapproval under any of the above conditions, the employee will be informed in writing within three (3) workdays.

16-11 CLEAN UP TIME

The Employer and the Labor Organization agree that:

a. Normally eight minutes for personal clean up time will be allowed prior to lunch and at the end of the workday. It is reasonable to conclude that as this article provides time to clean up, that time would not be used if clean up time was not needed.

b. Supervisors may grant a longer period of clean up time when the nature of the work being performed justifies a longer period

c. Clean up time will not be used to extend an employee's regular scheduled tour of duty. Compensatory time will be awarded the employee when they are prevented from using the normal/required clean up time because of mission requirements.

16-12 COMPENSATORY TIME

As long as compensatory time is granted for overtime worked, the following policies will apply.

a. When overtime worked is an extension of the regular workweek, employee are entitled to compensatory time on a quarter hour increments.

b. Overtime will be performed only on proper authorization by the supervisor and will be properly recorded by the supervisor and initialed by the employee.

c. Technicians retiring or resigning must use accrued compensatory time prior to termination. Lump sum payment for unused compensatory time is not authorized.

d. Because of the possibility of immediate termination, temporary employees normally will not be required to work compensatory time.

e. Employees will not lose compensatory time earned due to scheduling of work by the supervisor.

(1) Time taken off by the technician, as compensatory time will be requested in advance by the technician. The employee's preference will be considered in approving the requested compensatory leave, however, the supervisor will determine approval or disapproval based on workload and scheduling requirements.

(2) Positive steps will be taken by supervisors and employees to insure that accrued compensatory time is scheduled for use to avoid forfeiture.

(3) Compensatory time must be taken within 26 pay periods of the pay period in which it was earned or it will be forfeited.

f. Duty before or after scheduled work hours shall be compensated providing required overtime is assigned or approved in advance. In accordance with existing regulations such employees shall be granted an amount of compensatory time off in an amount of time equal to the time spent in irregular or overtime work.

g. Overtime work will be kept to a minimum, consistent with good management. Supervisors will, when possible, notify employees of assigned overtime not less than 48 hours prior to the authorized overtime if requirements are known that far in advance, and in any event as soon as possible. When the Employer notifies employees of assigned overtime, the Employer also will notify the Labor Organization. If the Employer notifies

employees of assigned overtime no earlier than the day on which the overtime work is to be done, the Employer will afford employees the opportunity to make telephone calls concerning matters affected by the overtime work. Upon request by the Labor Organization, the Employer will meet with the Labor Organization to discuss whether overtime work has become regular and recurring. At the meeting, the Employer will state the reasons; with supporting facts, for past and expected future overtime and discuss and consider alternatives to overtime and possible means of providing sooner notice. All shift, holiday and Sunday premium pay will be paid as authorized by law, regulation, or OPM directives.

h. Technicians who are required to work on Sunday will receive premium pay when Sunday is a day within their prescribed workweek. Work performed on Sunday when it is not a day within the prescribed workweek will be in a compensatory time status.

i. By law, overtime pay is not authorized for National Guard employees.

16-13 CALL BACK

Unscheduled call back work performed by an employee on a day when work was not scheduled, or for which the employee is required to return to the employee's place of employment, is deemed at least two (2) hours in duration.

16-14 HOLIDAY WORK

All holiday work must be approved in advance by the Employer. Technicians who are required to work on a holiday falling on one of their regular work days, or a holiday falling on the day designated " in lieu of " holiday will be paid at twice the regular rate for not more than the length of the basic work day. A technician who works on a holiday falling outside the regular workweek is given compensatory time off for all hours worked instead of holiday pay.

16-15 STANDBY

No standby at home in a non-pay status will be required of any technician.

16-16 ADMINISTRATIVE DISMISSAL

a. The Employer shall make every reasonable effort to ensure the health, safety, and well being of technicians. Under emergency conditions which result in the loss of heat, water, power, etc., administrative dismissal of technicians will be as directed by the Employer. The HRO will have the authority to grant Administrative Leave with pay, when conditions warrant. The designated supervisor will keep the Labor representative at the work site advised of the actions taken or contemplated in response to the emergency.

b. When an administrative excuse is granted because of inclement weather, acts

of nature, or other emergencies, technicians who are scheduled for work and whose services are not otherwise required, will be given Administrative Leave by the Employer.

16-17 SCHOOLING

It is the policy of the Employer to support the continued civilian education of all employees. The Employer will consider and allow revisions of employee work schedules to the extent such revisions do not adversely impact mission, work, or productivity.

ARTICLE SEVENTEEN

EMPLOYEE ASSISTANCE PROGRAM

17-1 POLICY

a. The Employer and the Association recognize substance abuse as treatable health problems. Although particular emphasis will be given to those technicians with health problems related to substance abuse that may affect the technician's work performance, a technician will not be excluded from seeking or receiving assistance for other personal problems such as financial difficulties, legal, family, or other problems that may affect job performance.

b. Technicians having illnesses related to substance abuse will receive the same careful consideration and offer of assistance that is presently extended to technicians having any other illnesses or health related problems.

c. Technicians who have psychiatric problems, or who are suffering from what could be defined as stress related medical conditions, may also be afforded assistance in the program.

d. Sick Leave will be authorized for the purpose of treatment or rehabilitation as in any other illness or health problem.

e. The confidential nature of medical records of technicians with substance abuse related problems will be maintained as provided by law and implementing regulations.

17-2 PROGRAM RESPONSIBILITY

a. The Employer will establish an Employee Assistance Program (EAP) and will appoint a EAP coordinator. TPR 792-2 and the Americans With Disabilities Act will govern this program for technician assistance in the TXARNG.

b. The Program will provide for referral of technicians to resources outside the TXARNG for treatment and treatment follow-up. In addition, technicians may avail themselves of the Program services on their own initiative.

c. Rehabilitation expenses are the responsibility of the technician. As with other illnesses, certain specified costs may be reimbursable under applicable Federal Employees Health Benefits (FEHB) programs or other individual medical insurance plans in which the technician may be a participant.

17-3 PERSONNEL ACTIONS

a. A technician's job security or promotional opportunities will not be jeopardized by requesting counseling or referral assistance through the EAP.

b. Technicians having a substance abuse problem will be dealt with in accordance with TPR 752 and governing law, rule and/or regulation.

ARTICLE EIGHTEEN

LEAVE

GENERAL

It is agreed that attendance and leave for bargaining unit members shall be administered in fifteen (15) minute increments, in accordance with this Agreement and applicable Law, Rule and Regulations.

18-1 ANNUAL LEAVE

a. Annual leave will be administered on a uniform and equitable basis in accordance with applicable regulations. The first level supervisor is the Employer's representative charged with the duty of administering annual leave.

b. The Employer will make every effort to honor the leave requests of the employees. If the Employer denies an employee's annual leave request for any reason other than need for the employee's services for mission accomplishment, the Employer will notify the employee and if requested, the Labor Organization in writing, stating the reasons, with supporting facts, for denial. Upon request by the Labor Organization and the employee, the Employer will meet with the Labor Organization and the employee to discuss the denial, whether other employees have been denied annual leave requests for any reason other than need for the employees' services for mission accomplishment, alternative annual leave periods desired by the employee, the likelihood that the desired alternatives will be approved, and steps the Employer can take to reduce the likelihood that the desired alternatives will be disapproved. Each technician may be advanced annual leave not to exceed the amount that would be accrued during the current leave year. Advanced annual leave must be approved by the first level supervisor in accordance with current regulations. The supervisor's decision, including his/her determination of reasonableness is subject to the negotiated grievance procedure.

c. Scheduled Annual Leave: Unless the Employer determines otherwise, the Employer may grant (a) requests for at least two (2) weeks' consecutive annual leave, (b) annual leave requests for periods immediately prior to or following annual training or other such requirements, (c) requests for short periods of annual leave, and (d) requests for annual leave at times that employees consider convenient and desirable. If the Employer denies such a request for a reason other than an employee's lack of sufficient accrued annual leave, the Employer will notify the employee and the Labor Organization in writing, stating the reasons, with supporting facts, for the denial. Upon request by the Labor organization and the employee, the Employer will meet with the Labor Organization and the employee to discuss the denial, whether other employees' similar requests have been denied, alternative annual leave periods desired by the employee, the likelihood that the desired alternatives will be granted, and steps the Employer can take to reduce the likelihood that the desired alternatives will be denied. Should the first level

supervisor deem it necessary to cancel previously approved leave, they will inform the technician of the reason for such action as soon as the requirements for such cancellation is known.

d. **Unscheduled Annual Leave:** The employee will make every reasonable effort to contact the supervisor before the start of the shift but not later than one hour after reporting time. The Employer agrees to grant the request for unscheduled annual leave if possible with regard to mission accomplishment. In situations where the employee finds it impossible to contact the supervisor, a one-hour grace period is in effect. The employee will be placed in the appropriate status when the circumstances surrounding the absence are presented and the issue resolved. If time and attendance records must be submitted prior to the appropriate leave status being determined, the appropriate leave status is AWOL. Notification that does not meet the one hour criteria will be dealt with on a case by case basis. The supervisor may request documentation (if available) to substantiate the circumstances.

e. Annual leave, which will be earned during the leave year, may be advanced to a technician, subject to approval by the technician's supervisory chain. The requesting technician to the supervisor in letter format will submit requests for advance annual leave. The supervisor will furnish the technician and the USPFO Technician Pay Branch with copies of approved advance leave requests, or written reason for denial to the technician.

18-2 SICK LEAVE

a. Sick leave is available for use in the following circumstances:

(1) When an employee is unable to perform their duties because of sickness or injury (or for pregnancy in the case of female employees).

(2) For medical, dental, or optical examination or treatment.

(3) When a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee, or when through exposure to a contagious disease the presence of the employee at the work location would jeopardize fellow employees.

(4) For reasonable travel time to and from a specialist when treatment is required, even though the services of a specialist are available in the area.

(5) For hospitalization or incapacitation when injury is incurred or illness is contracted while engaged in any military training, technician leave procedures shall apply.

b. The technician who cannot report for work because of illness or injury is responsible for notifying his supervisor as soon as practicable. Such notification should be made within the first two (2) hours of the workday when illness or injury occurs during off-duty hours. If at all possible, the employee will inform the supervisor when he

expects to return to work unless the nature of the illness would prevent him from doing so. Sick leave requests will normally be coordinated between the requesting technician and the first line supervisor. Unless the supervisor has indicated that other notification arrangements are satisfactory, call-in or sending notification by other employees or individuals could result in disapproval of leave.

c. Leave for prearranged examinations and treatments should always be requested in advance if possible.

d. The supervisor is responsible to ascertain whether absences are properly chargeable to sick leave. A medical certificate, Standard Form 71, may be required under the following conditions.

(1) For absences in excess of three days if deemed necessary and requested by the appropriate supervisor.

(2) An employee's statement of the reason for an illness that exceeds three workdays may be accepted by the supervisor in lieu of a doctor's certificate when the employee's illness does not require the services of a doctor. On the third day of such illness it shall be the responsibility of the employee to notify the supervisor of his continued illness and to determine from the supervisor if a statement by the employee will be accepted, or if a SF 71 or other supporting documentation certified by a physician will be required.

(3) Whenever a supervisor has reason to believe that sick leave is being abused, the technician will be advised in writing by the first line Supervisor, that a Standard Form 71 or other supporting documentation certified by a physician will be required to support any future sick leave of any amount.

e. Advancing Sick Leave. Sick leave, not to exceed 240 hours, may be advanced to a technician when supported by a doctor's certificate describing the illness or injury and the anticipated time of disability. Such requests will be submitted through supervisory channels for consideration, and if approved, forwarded to the USPFO Technician Pay Branch for advancement action. Advance sick leave will not be granted unless all available sick leave will be exhausted before advancement and annual leave, that otherwise would be forfeited, is used. There also must be a reasonable assurance that the technician can return to duty to earn and repay the advanced leave.

18-3 COURT LEAVE

Court leave shall be administered in accordance with existing regulations. An employee under proper summons from a court of law to serve on a jury shall be granted court leave of absence with pay for that day or days per week summoned.

a. The employee shall provide jury summons upon requesting court leave.

b. Upon returning to duty the employee shall submit verification of juror performance received from the court.

c. If the court fails to provide the employee with the required verification the employee may be allowed sufficient time to obtain the verification.

d. If it does not work a hardship on the employee, and a compelling need of real necessity such as a hardship on the Employer exists, the agency may require the employee released by the court with a substantial part of the workday remaining to return to duty or be charged an approved leave for that substantial part of the day.

18-4 EXCUSED ABSENCE

An excused absence is an absence from duty administratively authorized without loss of pay or without charge to leave, while excused absence is ordinarily authorized on an individual basis, groups of technicians may be excused under certain conditions when authorized or approved by the Employer.

a. Tardiness and Brief Absence; Brief absences from duty of less than an hour and tardiness may be excused when the reasons are justifiable to the supervisor. When not justifiable, the absence must be charged to an appropriate leave account. If leave is charged, the technician will not be required to work during the leave period. (If leave is charged the supervisor will inform the technician.) Leave will be taken and/or charged in quarter hour increments.

b. Blood Donations; The employer and the labor organization recognize the importance of the humanitarian need for community blood donors. A technician who makes a blood donation without compensation may be excused for a reasonable time for travel, rest and recuperation. Such time will normally be consistent for all employees and normally will not exceed four (4) hours. Unless a donation is based on an emergency request, the supervisor will schedule routine donations so as to minimize workforce disruptions, or adverse impact on work scheduling, or work hour requirements. The time allowed for donation may vary according to circumstances, travel, and recuperation time mentioned above and is not to be considered an automatic entitlement. The excused absence is for the recovery of health of a donating technician and will not be carried forward or granted on another day. Proof of donation will be provided by a technician if requested by the supervisor.

c. Voting; It is the Employer's policy to excuse technicians for a reasonable time, when practicable to do so without seriously interfering with operational requirements, to vote in any election or referendum on a civic matter in the technician's registered voting area.

(1) If the polls are not open at least three hours either before or after an employee's regular hours of work, a supervisor may grant a technician whichever of the following requires the lesser amount of time off:

(a) Permit reporting for work three hours after the polls open, or

(b) Permit leaving work three hours before the polls close. The supervisor is responsible for determining reporting and release schedules based on the circumstances surrounding a particular election and in consideration of work scheduling. Proof of registration and/or voting may be required to substantiate the granting of time off from work for that purpose if grounds to question exist.

(2) Under exceptional circumstances an employee may be excused for such additional time as may be needed to enable the employee to vote, depending upon the particular circumstances in each individual case, but not to exceed a full day.

(3) Supervisors will schedule employee releases for voting purposes in such a manner to insure that activities remain open and operational on election days.

d. Conferences or Conventions. A technician may be excused to attend a conference or convention when in the best interest of the Texas Army National Guard and approved by the Employer. Excused absence is not applicable when attendance is in a military pay status; and, in such cases, military and /or annual leave would be appropriate.

e. Military Funerals; Employees may be excused for up to four hours in any one day to participate in military funeral ceremonies for members of the Armed Forces. Employees will be allowed time to return home from work to dress for participation in a military funeral when necessary due to the time of day the funeral is held.

f. Administrative Dismissals; When the Employer authorizes the shut-down or closure of an activity or unit because of weather conditions or emergency situations, the following criteria shall govern the status of affected technicians. All employees are to presume that ARNG installations will be operational each regular workday regardless of weather or other emergency conditions. Activity or facility supervisors shall determine through normal supervisory channels if their activity shall remain open or if it is to be closed based on anticipated or prevailing conditions, and if employees are to be dismissed. Employee status at the time of the supervisory determinations to close the activity and dismiss will be as follows:

(1) If the employee is on duty and excused, there is no charge to leave for the remaining hours of the work schedule following dismissal.

(2) If the employee is on duty and departed on leave after official word was received but before the time set for dismissal, leave is charged only from the time the employee departed until the time set for dismissal. Employees will not be permitted to depart before the time set for dismissal without a charge to leave.

(3) If the employee is absent on approved leave for the entire work shift, the entire absence is charged to appropriate leave status requested.

(4) If a situation develops during non-working hours as a result of adverse weather conditions or natural disasters, a supervisor may excuse a reasonable period of absence without charge to leave. Annual leave or leave without pay will be charged for absences in excess of the authorized absence unless the supervisor determines that the employee made every reasonable effort to get to work, but was unable to do so.

18-5 LEAVE WITHOUT PAY (LWOP)

LWOP is a temporary non-pay status and absence from duty normally granted upon the technician's request.

a. The granting of leave without pay is a matter of administrative discretion if the Employer. Approval of leave without pay will be made only after considering the value to the Texas Army National Guard or the serious needs of the individual concerned. Some situations or circumstances for leave without pay are:

(1) Education, which would result in increased job proficiency and ability.

(2) Recovery from illness or disability not of a permanent or disqualifying nature when immediate return of the technician to duty would impair the employee's health or jeopardize the health of other technicians.

(3) To provide the retention of a qualified technician on the employed rolls pending final action on a claim for employment connected disability or disability retirement.

(4) To assume office as a union official.

b. LWOP is an approved absence without pay upon the employee's request and the approval of the employer.

18-6 ABSENCES FOR FIREFIGHTER AND AMBULANCE CREWS

- a. An employee may be authorized to perform volunteer duties as a certified firefighter or ambulance crewmember.
- b. Employees who perform such duties will be granted a time off award equal to the number of duty hours spent in performance of volunteer work. The time off award will be submitted by the first level supervisor to the Human Resource Office for processing.
- c. Technicians who are either certified volunteer firefighters or ambulance crewmembers must inform their supervisor of the technician's volunteer status. This will be submitted as a roster consisting of the technician's name, emergency unit designation name, position held in the unit, and expiration date of membership. It will be re-certified on an annual basis as of 1 January to be received not later than 31 January.

18-7 ABSENCE WITHOUT LEAVE (AWOL)

AWOL is an absence from duty, which has not been authorized or approved. In such cases, pay will be denied for the entire period of absence. If it is determined by the supervisor that the absence without prior authority is excusable because of the conditions that rendered prior approval impracticable, the charge to AWOL may be changed. Indiscriminate changes from non-pay to a pay status will not be condoned. Incidents of unauthorized absences may be made a basis for disciplinary action. Any supervisory record that may be made of these unauthorized absences may not exceed a twelve-month period.

18-8 HOLIDAYS

- a. Listed below are the legal Federal holidays.

New Year's Day, 1 January

Martin Luther King's Birthday, the third Monday in January

Presidents Day, the third Monday in February

Memorial Day, the last Monday in May

Independence Day, 4 July

Labor Day, the first Monday in September

Columbus Day, the second Monday in October

Veterans Day, 11 November

Thanksgiving Day, the fourth Thursday in November

Christmas Day, 25 December

b. Any other day designated as a holiday by Federal statute or executive order.

c. When a holiday falls on a non-workday for a technician covered by other than a regular workweek schedule of Monday through Friday and the holiday falls on Sunday, the first regularly scheduled workday following the Sunday holiday is the in-lieu-of holiday. If the holiday is not a Sunday, the last regularly scheduled workday preceding the holiday is the employee's in-lieu-of holiday.

18-9 MILITARY LEAVE

a. An eligible National Guard Technician is granted any military leave that is available whenever ordered to active duty or active duty for training (AT) or inactive duty training (IDT).

b. At the employees request the supervisor will make reasonable efforts to allow technicians to adjust their work schedules to preclude the technicians from having to use annual leave to perform inactive duty training (IDT) multiple unit training assembly.

c. Upon being ordered to Active Duty (AD), Annual Training (AT), Inactive Duty Training, Active Duty Special Work (ADSW) or a Temporary Tour of Active Duty (TTAD), a technician with accrued military leave may use other leave first, i.e. annual leave, compensatory leave or leave without pay, for the performance of such duty. The employee may commingle military leave and other types of leave for the period of military duty. Any period of absence for law enforcement purposes will not be charged to sick leave.

d. A period of technician duty and a period of ADSW, or a period of TTAD may not be credited on the same calendar day. A technician on ADSW or TTAD status during any portion of a calendar day must be in an appropriate leave status (annual, military, LWOP, compensatory) for that calendar day.

e. The minimum charge for Military Leave is one (1) hour. A Technician may be charged military leave only for hours that the technician would otherwise have worked and received pay. Technicians who request military leave will only be charged for the amount of time necessary to cover the period of training and necessary travel. Technicians will not be charged military leave for non-workdays or holidays that occur during a period of absence while in a military duty status.

f. The statute governing military leave provides accrual of military leave on a fiscal year basis with carry over of unused military leave for a maximum of 120 additional hours. Full-time technicians therefore, have the potential of 240 hours of military leave during a fiscal year.

g. Title 5 USC §6323 provides 176 hours per calendar year, for emergency duty as ordered by the President or Governor. When using military leave for state active duty the technician must forfeit their military pay or technician pay whichever is less. If the technician chooses to take annual leave or compensatory time there is no forfeiture of pay. An additional 44 workdays of military leave may be available while consenting to serve on active duty without pay under Title 10 USC §12301(b) or (d) for participation in non-combat operations outside of the United States, its territories and possessions. Eligibility for use of this leave is determined by DOD orders and the Agency.

h. It is the technician's responsibility to coordinate and request leave for military duty with the supervisor, and to furnish required orders and certification of attendance to certify time and attendance records.

18-10 LEAVE STATUS WHILE ENTITLED TO INCAPACITATION PAY

a. P.L. 100-456 revised the pay and allowance entitlements for members of the Reserve Components who incur injury in the performance of inactive duty training. Compensation is now payable only in those situations when there is a loss of civilian compensation, i.e. technician pay, income protection plan.

b. Technicians have the option of using annual leave, sick leave, compensatory leave or leave without pay while entitled to incapacitation pay from the military, however, the law provides that if during the period of disability an individual's income from sources such as paid leave, or other income protection plans equals or exceeds the employee's civilian pay, no incapacitation pay will be made.

18-11 MATERNITY / PATERNITY LEAVE

a. Employees who are pregnant will be allowed to work as long as they and their doctors feel it is prudent. Maternity leave in the form of sick leave, annual leave and leave without pay will be granted for delivery, confinements, and for a reasonable time after delivery so that the mother may make arrangements for child care.

b. A father may be granted a reasonable amount of appropriate leave in order to care for his wife while she is confined or to care for minor children.

18-12 FAMILY MEDICAL LEAVE ACT

a. Eligible technicians are entitled to up to twelve (12) weeks of unpaid leave during a twelve (12) month period for certain family and medical reasons. Authorized use includes the birth and care of a child; making arrangements for adoption or foster care, the care of a spouse, son, daughter or parent of the employee with serious health problems; or a serious health condition that makes the employee unable to perform the essential function of the employee's position.

b. A technician may use annual leave, sick leave, or compensatory time in lieu of unpaid leave for family medical leave situations.

c. Technicians using unpaid leave will generally be restored to their same position and are entitled to be restored to the same or equivalent position with equivalent benefits, pay, status, and other terms of employment.

d. The employer agrees to administer the Family Medical Leave Act in accordance with statutory and regulatory criteria.

18-13 RELIGIOUS LIBERTY

With the concurrence from his supervisor, a technician may request to work a modified schedule, for the purpose of taking off when personal religious beliefs require that the employee abstain from work during certain periods of the work day or workweek. An employee who wishes to take time off may do so by using available leave time. The above arrangement is dependent upon mission requirements and may be disapproved if the accomplishment of the mission warrants it. (Reference CFR 550.1002)

18-14 LEAVE TRANSFER

The leave transfer program provides the authority to donate leave to another employee's leave account. When need arises this program will be implemented in accordance with applicable regulations current at the time the need exists. (Reference 5 CFR 630.506)

ARTICLE NINETEEN

OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES

19-1 OFFICIAL TIME

Official time will be made available without loss of annual leave during normal duty hours for the Labor Organization representatives to carry on business that is of mutual interest to the employing agency and the Labor Organization. Official time provisions encompass negotiations between a Labor Organization representative and an agency representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement. Note: All elected officials of the Labor Organization are recognized as representatives for the purpose of labor representational duties when deemed necessary by the Chapter President.

19-2 APPROPRIATE USES OF OFFICIAL TIME

Official time will be granted in the following manner:

a. The Labor Organization representatives will notify their immediate supervisor and obtain consent /concurrence prior to leaving their assigned work area. If the immediate supervisor is not available, use of official time will be requested from the next available supervisor in the representative's supervisory chain. Permission will be granted unless release of the technician or Labor Organization representative would adversely affect the employer's ability to accomplish the mission. Adverse effect is defined, as the organization's mission would be seriously eroded with the absence of the representative during a specific period of time. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Upon request, the reason will be provided in writing. The parties agree that the Chapter President will be authorized official time needed to adequately meet the statewide representational requirements. Union officials who desire to use official time are responsible for preparing and submitting to their supervisor a copy of form "Absence from the Job to Perform Representational Duties" prior to using such time. The form will indicate the approximate amount of time desired, the place of meeting, a telephone number (if known) where the representative may be reached, and an estimated time of return. When Stewards or employees have completed the use of official time, they will normally report back to their supervisor who will verify the time taken. This form will serve as the record for recording official time and may be changed through negotiations. Official time provisions include, but shall not be limited to:

b. A steward conferring with an employee and/or supervisor on a grievance. Normally, not more than one steward will be authorized official time for any one grievance situation.

c. Meetings between Labor and Management will be held as needed for the parties to meet and confer, and when required, bargain procedures on the implementation of policies which affect working conditions or for the Labor Organization to make

recommendations to management. These meetings may be called by either party, as required. The number of personnel required for meetings will be agreed to prior to any meetings taking place.

d. Preparatory time for pre-negotiations, negotiations, appeal(s), grievances, complaints, scheduled meetings and time to prepare/finalize documentation of same proceedings will be considered official time.

e. AWAITING IMPASSE

f. AWAITING IMPASSE

g. AWAITING IMPASSE

h. To prepare and maintain records and reports required of the Labor Organization by federal agencies. To maintain financial records and books required to complete IRS reports.

i. Attendance at proceedings involving Federal Labor Relations (FLRA), Federal Impasse Panel (FSIP), grievance/arbitration, appeals, hearings and other third party proceedings.

j. Reasonable time will be allowed union officials and employees to change clothes prior to and subsequent to the situations contained in the CIVILIAN ATTIRE section 19-4 below.

19-3 REPRESENTATIVE TRAINING

The Labor Organization is authorized up to five days official time for union sponsored training for each officer/shop stewards each fiscal year. It is understood that this training will be of mutual concern to management and the employee as a representative of the Labor Organization. The Labor Organization will request this time by letter, including the agenda of the training, for approval by the Human Resource Office.

19-4 CIVILIAN ATTIRE

a. Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include but are not limited to the following:

- (1) While engaged in negotiations of any kind with agency officials.
- (2) Labor/Management meetings with agency representatives.
- (3) Labor/Management seminars in state.
- (4) Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.
- (5) Performing representational duties on behalf of bargaining unit members, to include investigations of complaints.
- (6) When representing the Labor Organization on committees, at hearings, or at third party proceedings.

b. Employees in the bargaining unit will not be required to wear the military uniform while:

- (1) Attending a meeting involving a formal grievance.
- (2) Attending a meeting involving an appeal under any statutory appeal provision.
- (3) Appearing as a grievant or witness in any third-party proceeding.

19-5 RECORD KEEPING

The only official time records or forms Labor representatives will be responsible for completing or maintaining will be the request form designated in this article or procedures required in 5 USC 7131. Labor representatives should cooperate as much as possible with their supervisors in filling out reports required of the Agency that track official time.

19-6 COMPENSATORY TIME

If management requests the union in an official capacity and the meeting extends beyond the normal duty day or the official cannot back to his or her duty station within the normal duty day, compensatory time will be awarded. This will not include normal representational duties.

19-7 FULL-TIME REPRESENTATIVES

APPLICATION PROCEDURE

a. Subject to the approval by the Adjutant General, the Employer agrees that when adequate advance written notice is given, an employee in the unit who has been elected or appointed to a Labor Organization office, or as a delegate to an A.C.T. activity requiring an extended leave of absence, may be granted annual leave and/or leave without pay. Such approval for a leave of absence may not exceed one year for each application. These provisions can be afforded the employee requiring the leave of absence for as long as he/she is engaged in those duties that required the absence. Denial of such requests will be considered only for the most compelling agency requirements.

b. An employee returning to duty from approved leave of absence will be returned to the job, grade, or equivalent position he/she held at the time his/her leave commenced.

c. Employee rights and privileges will be protected under the provisions of the applicable portions of the Federal Personnel Manual (FPM)

Absence from the Job to Perform Representational Duties

Date: _____

Location: _____

Phone Number: _____

Time Departed: _____

Time Returned: _____

Estimated: _____

Actual: _____

Total Time Absent: _____

Signatures:

Union Representative: _____

Supervisor: _____

AMOUNT OF TIME:

REPRESENTATIONAL CODES:

BA - NEGOTIATIONS

BD - LABOR/MANAGEMENTS RELATIONSHIP

BK - GRIEVANCE AND APPEALS

ARTICLE TWENTY

TIME ATTENDANCE AND LES RECORDS

20-1 TIME AND ATTENDANCE CARDS

Time and Attendance (T&A) Cards will be maintained and secured at each facility in a manner that will protect the privacy of the individual concerned.

20-2 POSTING OF TIME AND ATTENDANCE CARDS

Employees are responsible to insure that supervisors are provided with proper orders and documentation of active duty or active duty for training periods to insure proper and timely posting of leave for such periods. Supervisors will insure timely and accurate posting of T&A records.

20-3 TIME AND ATTENDANCE INACCURACIES

Employees are assured of the right to bring alleged T&A inaccuracies or questions to the attention of the responsible supervisor. Employees are accountable to their supervisors for all duty time during work hours and will therefore insure that supervisory permission and /or prescribed leave request procedures are adhered to regarding absence from duty station or assignment.

20-4 LEAVE AND EARNINGS STATEMENT

In order to protect the privacy of the employee, Leave and Earnings Statements will be mailed to the employee's home address, at the employee's discretion, or will be otherwise transmitted to the employee in a sealed envelope.

ARTICLE TWENTY-ONE

DETAILS

21-1 Details:

a. A detail is an official personnel action by which an employee is assigned duties and responsibilities other than those of his/her permanent position, but receives the salary attached to his/her permanent position. Details provide a means by which current employees may be effectively used to perform work for which no continuing need exists, or to perform the duties of an existing position on a temporary basis.

b. Management realizes and acknowledges that details of employees out of their specialty must be used in a judicious manner. Details are intended to meet temporary situations, such as emergency workload, absences of employees, pending authorization and classification of the new positions or other types of manpower needs that can not be met by normal personnel actions. Details of technicians out of their specialty should be limited to the extent necessary to accomplish the mission.

c. Management will keep details within the shortest time limits practicable and will make continuing efforts to secure necessary services through the use of other appropriate personnel actions using the following procedures:

(1) When all qualifications for the detail are satisfied by more than one employee, qualified volunteers for details will be sought and accepted before non-volunteers are assigned.

(2) When an inadequate number of qualified technicians volunteer for a detail, the employer agrees to make every reasonable effort possible to rotate the assignment among the qualified individuals in the area of concern.

(3) To the extent possible the employer agrees to fill all technician position vacancies that may impact on bargaining unit members rather than use details.

(4) There may be isolated instances when management cannot apply these procedures. In those instances, management agrees to explain the circumstances upon request by the labor organization or employee.

(5) For recording purposes when practical, required SF 52s for details will be prepared prior to detailing employees.

(6) Details of 30 days or less will be documented on NGB Form 904 or Automated Supervisors Employee Brief.

(7) Details of more than 30 days will be accomplished on SF 52 with the reason(s) for the detail.

ARTICLE 22

MERIT PROMOTION AND INTERNAL PLACEMENT

22-1 PURPOSE

a. The purpose of this Article is to establish the general policies and procedures for filling competitive and excepted employee vacancies within the bargaining unit in the Texas Army National Guard, and provide bargaining unit employees with information on promotion policies and procedures. Promotions of members of the bargaining unit to positions covered by this Article are to be made in accordance with this Article.

b. Qualified applicants in the excepted or competitive service will be considered equally under governing regulatory criteria. It is imperative in the accomplishment of the Texas Army National Guard mission that bargaining unit employee positions are filled with highly qualified personnel. It will be the policy of the Employer to give first consideration to technician applicants and those with legal entitlement for promotion to positions within the unit of recognition, and to assure every effort is made to comply with all applicable provisions of law and governing regulatory criteria.

22-2 GENERAL

a. All actions taken under this Article will be based on qualification and merit without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall not be based on any non-merit or other criteria which is not job related.

b. This Article is designed to fill bargaining unit positions with the best qualified employees based on consideration of the following factors:

(1) Employee knowledge, skills and abilities.

(2) Military qualifications and compatibility requirements in positions requiring National Guard membership.

(3) Qualifications for appointments will be as determined by the Operating Manual for Qualification Standards.

(4) Assuring that all eligible employees who apply for a position are considered on a fair and equitable basis.

22-3 DEFINITIONS

Terms used in this Article are defined as follows:

a. Selecting Official: A Referral and Selection Certificate, Merit Placement Certificate, will normally be submitted to and acted upon by the immediate supervisor of

the position to be filled, subject to supervisory chain discretion. The selecting official will be named on the vacancy announcement. No personnel action is complete or official until an SF 52, Request for personnel Action, is approved and an SF 50, Notification of personnel Action, has been issued.

b. Promotion: A change of an employee:

- (1) To a higher grade when both the old and new positions are under the General Schedule.
- (2) From one grade to a higher grade under the same type Wage Schedule.
- (3) From a job or grade under a Wage Schedule to a job or grade with a higher representative rate under a different Wage or General Schedule.
- (4) From a position under the General Schedule to a job or grade with a higher representative rate under a Wage Schedule.

c. Reassignment: The change of an employee from one position to another without demotion or promotion within the same pay schedule. Employees may be reassigned at their own request, or at the discretion of management.

d. Qualifications: A combination of experience, training, and education which relate to the position being filled.

e. Referral and Selection Certificate: A properly constituted Merit Placement Certificate listing qualified candidates forwarded to the Selecting Official for consideration when a vacancy occurs.

f. Eligible candidates: Those candidates who meet the minimum qualification standards for the position, including any appropriate selective placement factors.

g. Identifying Qualified Candidates: The process of evaluating the knowledge, skills and abilities and work experience possessed by the candidates against established qualification requirements for the vacant position.

h. Job Related Criteria: The combination of factors that position descriptions have shown to be important for performance in a specific position and which performance analysis has shown are valid indicators of differences between more and less successful workers. The total set of criteria includes all knowledge, requirements, skills, training, and work experience that meet job and performance analysis requirements for the position.

i. Trainee: An individual who has some, but not all, of the required qualifications for the target position and meets the qualifications at the trainee level.

j. Vacancy Announcements: The advertising medium used by the Human Resources Office (HRO) to announce job vacancies.

k. DOD Stopper List: a list of competitive Department of Defense employees who have been displaced from their agencies and are qualified for specific grades, job series, and geographic areas.

l. Ranking Panel: the Ranking Panel shall be convened when more than five (5) applications are received for any one vacancy announcement. The panel shall consist of the selecting official and two other voting members and may include a nonvoting recorder. A majority of the voting panel members must be technicians for all bargaining unit technician positions announced. Nonvoting advisors may be assigned to the panel, and the Unions will be notified of the identity of the purpose for any nonvoting members selected. All members of the original panel must be present for all interviews. If a panel member cannot be present for all interviews that individual must be replaced. The new same panel must interview all applicants.

22-4 SCOPE

This Article, as appropriate, will be used to effect permanent placement, promotion and temporary promotion actions relative to Bargaining Unit Positions in the Texas Army National Guard.

22-5 RESPONSIBILITIES

a. Employee

(1) Familiarizing themselves with the provisions of this Article.

(2) Providing interest and initiative necessary for development and advancement in their career field.

(3) Providing complete information regarding personal qualifications by accurately completing all required documents as identified by the vacancy announcement.

(4) Reading the vacancy announcements and then applying for positions for which they are qualified and interested, within the time limits specified in the vacancy announcement. Exceptions to the policy on late applications may be requested by the applicant to the Human Resources Officer who will consider situations with extenuating circumstances beyond the control of the applicant. Circumstances that warrant consideration may include, but are not limited to, deployments, medical emergencies, verifiable delivery delays, etc.

(5) It is the responsibility of technicians temporarily absent from their duty station to take appropriate measures to insure notification of vacancy

announcements of their interest and to comply with applicable application procedures. The HRO will determine procedures for affording employees with restoration rights, because of military duty, the legal and regulatory rights with respect to promotion consideration.

b. Selecting Officials Duties Include:

(1) Supporting this merit promotion program by adhering to the policies and procedures outlined herein. The supervisor in consultation with the Human Resources Office (HRO) will specify the knowledge, skills, and abilities necessary for successful performance in the position and relevant to the position description of the job being advertised.

(2) Interviewing all candidates in accordance with instructions contained on the Merit Placement Certificate and interview requirements spelled out in this agreement, and making a selection based on qualifications of the candidates and a judgment as to which applicant, if any, will best perform the duties of the position in question. A selection will be made without discrimination or favoritism based on personal relationship or patronage.

(3) AWAITING FSIP RULING

(4) AWAITING FSIP RULING

(5) Avoiding any practice that may lead employees to believe that a person was pre-selected for a position or that favoritism was used.

(6) Treating all evaluations, appraisals, Referral and Selection Certificates and personal inquiries as privileged information.

(7) Protecting selection certificates as confidential and insuring that they are not shown or discussed with unauthorized personnel, including the candidate. This material is hand carried or sent to the selecting official in a sealed envelope and will be returned to the Human Resources Office (HRO) in the same manner. Supervisors and Personnel Specialists and / or Subject Matter Specialists participating in evaluating and applying qualification standards to applicants will not disclose the details of their work to unauthorized personnel.

(8) Acting on the Selection Certificate in accordance with the instructions contained in this Article and on the Selection Certificate itself. There is no requirement that a selecting official make a selection from a Referral and Selection Certificate.

(9) Advising, assisting, and encouraging all employees to develop themselves for promotion, to prepare and submit applications for positions for which they are qualified and to improve their performance by developing their skills, knowledge and abilities.

(10) Advising the HRO as soon as possible of a vacancy or vacancies to be filled by completing and forwarding request for advertisement or a Standard Form 52, " Request for Personnel Action." No personnel action is complete or official until an SF 52, Request for Personnel Action, is approved and an SF 50, Notification of Personnel Action, has been issued.

(11) A selecting official, upon request of a non-selected employee, will furnish information concerning the criteria used to make the promotion in question and those areas, if applicable, in which the non-selectee was deficient and might do to strengthen the opportunity for promotion in the future.

c. The Human Resources Office (HRO) is Responsible for:

(1) Administering the Merit Promotion Plan, assisting supervisors and employees in carrying out their responsibilities, and guiding the operation to assure compliance with the Article.

(2) Determining whether applicants meet minimum qualification requirements and assuring that applicants are properly evaluated and certified for promotion or placement, or reassignment consideration. HRO will advise, in writing, those individuals who did not meet the qualifications required for the position.

(3) AWAITING FSIP RULING

(4) Ensuring each selection packet is routed through AGTX-EO.

(5) Preparing and distributing vacancy announcements and Referral and Selection Certificates.

(6) Determining that legal and regulatory requirements are being met.

(7) Maintaining complete promotion records.

(8) Appointing Subject Matter Specialists when required or requested.

(9) Notification to applicants regarding selections, non-selections, or delays in the completion of the selection process normally will be accomplished within sixty (60) days of close of the announcement. Such notification will be mailed in a manner that ensures privacy of the information.

(10) Chapter Presidents of the Union will be furnished the announcement number, position, unit/activity, location and name of the selectee for filled bargaining unit positions on at least a monthly basis.

(11) The Human Resources Officer will consider requests for exceptions to the policy on late applications.

22-6 AREAS OF CONSIDERATION

The Adjutant General is responsible for designating areas of consideration within the requirements of this section for competition for position vacancies in the Texas Army National Guard Technician Program. The Area of Consideration will normally be statewide. However, the Area of Consideration may be restricted if accession of an employee from outside the Major Command or Operational Activity would exceed the employment authorization for that entity. If it is necessary to limit the area of consideration, the reason for the limitation will be provided on the position vacancy announcement.

The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

- a. Bargaining Unit positions:
 1. All onboard TXARNG Excepted and Competitive Technicians.
 2. All other qualified applicants.
- b. AWAITING FSIP RULING
- c. The Employer reserves the right to determine if an optional position will be advertised as Dual Status (Excepted) or Non-Dual Status (Competitive).
- d. Whenever an interview/ranking panel evaluates candidates from more than one applicant source, the panel will use the same technician qualification criteria to evaluate all candidates.

22-7 ACTIONS EXEMPT FROM COMPETITION

- a. Promotion due to issuance of new classification standards or the correction of a classification error.
- b. Placement of overgraded technicians entitled to grade retention as a result of RIF or reclassification.
- c. Promotion when competition was held earlier (i.e., position advertised with known promotion potential).
- d. Repromotion to a grade or an intervening grade or position from which a technician was demoted without personal cause and not at his or her request.
- e. Promotion resulting from a technician position being reclassified at a higher grade because of additional duties and responsibilities.
- f. Position change required by RIF procedures.

- g. Position change to a position having no higher promotion potential.
- h. Temporary promotion of 120 days or less.
- i. Selection of a former technician from the Reemployment Priority List for a position at the same or lower grade than the one last held.
- j. Detail for 120 days or less to a higher graded position with known promotion potential.
- k. Placement as a result of priority consideration when a candidate was not given proper consideration in a competitive action.

22-8 Temporary Promotions:

a. If management needs the duties of an established higher grade position performed for a period of more than 30 days but less than 120 days and if the technician does perform the full range of duties, the technician will be temporarily promoted rather than detailed, provided eligibility and qualifications requirements are met, and an SF 52 has been received in the HRO prior to the proposed effective date of the temporary promotion. A temporary promotion will not be used for training a technician in higher graded duties or for a trial or evaluation period prior to making a permanent promotion. Any prior service under details to higher graded positions or temporary promotions to higher graded positions during the preceding 12 months will count toward the 120 days noncompetitive limitation. Temporary promotions for more than 120 days will be subject to merit promotion competitive procedures.

b. A temporary promotion will not exceed two years unless a later termination date is specified. However, it may be terminated at any time before that date if it is determined that the technicians' services are no longer needed in the position. Notice of termination will be given the employee at the earliest practical date.

c. A technician selected for temporary promotion will be given advance notice of the reason the promotion is temporary instead of permanent, the expected duration, and of the right to return to the former position when the temporary promotion ends. This notification shall be entered on the employees 904-1 and the technician's acknowledgment obtained prior to effecting a temporary promotion. Receipt of SF 50 is the employee's official notification that the promotion is effective or terminated.

d. When a position is to be filled in a temporary manner, every reasonable effort will be made by the Employer to utilize qualified technicians. Each vacancy will be reviewed to determine the most effective and efficient means of filling the position.

e. Payroll deduction of union dues will be suspended during the temporary promotion of a bargaining unit member to a non-bargaining unit supervisory or

management position. Dues check-off will automatically resume upon expiration of such a temporary promotion.

22-9 TEMPORARY EMPLOYEES

Employees appointed to and holding temporary excepted positions must meet the established qualification requirements for the grade level of the position to which assigned. Temporary promotions of permanent employees will be considered prior to the use of temporary appointments.

a. Prohibitions- Temporary appointments will not be used for training purposes or as a trial and evaluation period.

b. Usage- Temporary excepted service positions will be established only to accommodate special or unusual requirements, temporary workloads and temporarily extended absences of employees.

c. Time Limits- Temporary appointments in increments of up to one (1) year, but not to exceed a total of four (4) years, may be made without competition. Before the appointment can be made permanent it must be announced in accordance with merit promotion procedures.

d. Selection- Temporary indefinite employees selected under competitive procedures will not be converted to permanent status without additional selection under competitive procedures.

22-10 VACANCY ANNOUNCEMENT

Bargaining unit position vacancy announcements will be advertised by the Human Resources Office (HRO) and will be open for a period of at least thirty (30) days. At least one copy of each vacancy announcement will be mailed to each unit in the Texas Army National Guard. Each unit or activity is responsible for the posting of vacancy announcements to unit or activity bulletin boards so that each technician has an opportunity to apply for promotion consideration for positions in which interested. The Union will be furnished a copy of each vacancy announcement.

Vacancy announcements will contain as a minimum the following information:

- a. Job title, number, grade, and salary range.
- b. Location of vacancy.
- c. Qualification requirements.
- d. Opening and closing dates of vacancy.
- e. Area of consideration.
- f. Application procedures.

- g. EEO statement.
- h. Related military requirements.
- i. Job description availability.
- j. Summary of duties.
- k. Type of appointment - Dual Status (Excepted) or Non-Dual Status (Competitive).
- l. Knowledge, skills, and abilities (KSA's) necessary for successful performance.
- m. Conditions of Employment, e.g., security / training requirements.
- n. Name or title of selecting official if known.

22-11 EVALUATING AND RANKING APPLICANTS

a. The HRO will evaluate the applications of all competing technician applicants to determine if the minimum qualifications and eligibility requirements are met. Those applicants who do not meet the minimum qualifying requirements will be notified by the HRO. The HRO will indicate the qualifications or regulatory requirements the applicant did not possess.

b. If there are (7) or less eligible candidates who meet the basic qualifications established for the position, including selective placement factors, they will all be certified to the selecting official for consideration.

c. If a panel is required all candidates' applications meeting basic eligibility for promotion or internal placement from within the area of consideration will be presented for evaluation by the rating panel.

d. Candidates who meet the basic qualifications, including selective placement factors, will be evaluated and ranked and certified to the selecting official. Candidates will be evaluated in four areas (as reflected on the application):

- (1) Experience
- (2) Awards
- (3) Training and Education
- (4) Performance Appraisals

e. The Merit Placement Certificate will contain, in alphabetical order, the names of all the qualified candidates for a specific vacancy.

f. Applications will be evaluated by the Human Resources Office following the procedures contained in this Article. A subject matter specialist will be used to assist in the evaluation and to identify qualified applicants when deemed necessary.

22-12 JOB EVALUATION

The evaluation of the applications will be conducted by the Human Resources Office (HRO). It will be based upon the requirements established for the position as stated in the vacancy announcement. Prior to advertising the vacancy, the major knowledge, skills, and abilities (KSA's) related to the successful performance in the vacant position will be identified. These KSA evaluation factors will be listed on the qualification work sheet. The number of KSA's will not be less than three or more than eight. Each applicant's total experience will be rated in category A, B, or C, corresponding to the table shown below:

Point Value of Category Ratings:

3 KSA Factors Used	4 KSA Factors Used	5 KSA Factors Used
A 33.3	A 25.0	A 20
B 28.3	B 21.2	B 17
C 23.3	C 17.5	C 14
6 KSA Factors Used	7 KSA Factors Used	8 KSA Factors Used
A 16.6	A 14.2	A 12.5
B 14.1	B 12.1	B 10.6
C 11.6	C 10.0	C 8.7

(Using five (5) KSA Factors a candidate's combined category rating of AABBC (20, 20, 17, 17, 14) converts to 88.)

When it is necessary to refine a list of eligible candidates through the evaluation process, each candidate will be awarded points for each rating factor listed on the Technician Merit Placement Rating Worksheet. The top candidates arrived at through the evaluation process will be listed on the referral and selection certificate as outlined in the preceding sections of this article.

a. Factor 1 - Work Experience. Experience is evaluated in terms of type and quality in relation to the requirements of the position. Length of service or length of experience may be used only when there is a clear and positive relationship with quality of performance, or when after all specified quality ranking factors have been applied, there are identical ratings among candidates. Candidates total relevant experience is rated in broad categories (A, B, or C level listed below) on each evaluation KSA factor determined in the job analysis.

(1) "A" Level Experience. Candidate possesses type and quality of experience which substantially exceeds the basic requirements for the position, including selective placement factors, and which would allow the candidate to perform effectively in the position almost immediately or with a minimum of training / orientation.

(2) "B" Level Experience. Candidate possesses type and quality of experience which exceeds the basic requirement for the position, including selective placement factors, and which would allow the candidate to perform effectively in the position within a reasonable period of time (e.g., 3 to 6 months).

(3) "C" Level Experience. Candidate satisfies the basic requirements of the position with respect to experience, including selective placement factors, but:

(a) Type and quality of experience beyond that which is basically required is minimal.

(b) Extensive additional training /orientation would be required to enable the candidate to satisfactorily perform the duties of the position.

b. Factor 2 - Awards / Official Recognition. Achievements to be considered include suggestions adopted, special achievement awards, and Exceeds Standards performance ratings conferred at the next lower grade, or for positions classifiable at two-grade intervals, at the next lower qualifying grade. A maximum of 6 points may be credited for this factor. Points are assigned as follows:

<u>ACHIEVEMENTS</u>			
	1st year	2nd year	3 or more yrs
Exceeds Standards Rating	3	2	1
Sustained Superior Performance	1	1	0
Suggestion Award	1	0	0

c. Factor 3 - Training and Education. A maximum of two (2) points may be awarded for this factor. This refers to training and education, which is relevant to the position other than that credited for basic eligibility, or which was not considered elsewhere in the evaluation process.

22-13 INTERVIEWS

a. An interview with each applicant will be conducted by the selecting official. No other individual will be present at the interview. Interviews will be conducted during duty hours when possible. Applicants will be afforded an alternate interview period if they have a conflict. Telephonic interviews will be permitted upon election of the applicant.

b. A standard interview protocol will be followed in every case. The content of the interview will be relevant to the job and will not violate the privacy of the individual. The conduct of the interview, as nearly as possible, shall be the same for all applicants.

c. Applicants may be asked questions relevant to their previous experience and to the position applied for, but will not be required to submit to formal examinations or testing in the conduct of interviews.

22-14 RELEASE OF EMPLOYEES

Normally, release actions will be affected within two weeks after final selection. In all cases, the release date will not be delayed longer than twenty-one (21) days without approval of The Adjutant General

22-15 RESOLVING DISSATISFACTION

a. When applicants believe they have been improperly excluded from consideration for promotion, they may submit a written inquiry to the Employer listing their questions about the promotion action. The Employer will provide a written response to all such promotion action inquiries within fifteen (15) working days, if possible, of the receipt of the inquiry.

b. The Union or an employee, who believes that governing procedures were not followed, may file a grievance under the negotiated grievance procedure. In the processing of a grievance under the terms of this Article, the grieving employee, or the designated union representative if on behalf of the grieving employee, will upon request be given access to the material used in qualifications determinations in certifying eligible candidates for a particular job action. The grieving employee, or the union if acting on the employee's behalf, will be provided copies of the material pertinent to the grievance in sanitized form, if requested.

c. A grievance will not be considered when it is based solely on non-selection.

22-16 MERIT PLACEMENT FORMS

The following forms will be utilized in the merit promotion system:

- a. Technician Merit Placement Rating Worksheet
- b. Merit Placement Certificate

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ARTICLE TWENTY-THREE

POSITION DESCRIPTION

23-1 POSITION DESCRIPTION

Position descriptions will be an accurate listing of the major duties that are required by the Employer to be performed by the affected technician(s). When a new or revised Position Description (PD) is implemented, the affected technician(s) will receive a copy.

23-2 OTHER DUTIES AS ASSIGNED

The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position that do not meet major duty criteria; however, this does not preclude management from assigning additional duties that are unrelated on an infrequent basis. If additional duties are assigned on a regular basis, the position description should be amended to include such duties and classification restrictions would apply. The parties acknowledge that employee position descriptions are a basis for classification and pay determinations. Consistent with management's right to assign work, management will make reasonable efforts to assign work in a way that is reflective of the employee's position description. When general cleanup is required, assignment will be made on an equitable basis without regard to rank, grade, or sex. Exception will be recognized for physical infirmities which may preclude participation or endanger the health of the technician. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement. Employees will not be assigned any duties as a substitute for discipline.

23-3 ADDITIONAL DUTIES

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force in the area of concern. The Employer agrees to fill bargaining unit vacancies, when possible, rather than add additional duties and or details to bargaining unit members.

23-4 POLICY

The Employer and Union will exercise efforts in good faith, recognizing the requirements of efficient operations, to minimize unnecessary hardships, potential health hazards or discrimination against any employee or group of employees.

ARTICLE TWENTY-FOUR

PERFORMANCE APPRAISALS

24-1 GENERAL

a. The Technician Performance Appraisal System will be administered for bargaining unit personnel in accordance with applicable NGB regulatory criteria and this article. Written performance standards and critical job elements will be established for each bargaining unit technician. An essential aspect of management's assignment of work and the supervision and guidance of employees in the performance of their work is to establish job requirements for performance so as to achieve the quality and quantity of work needed from employees to effectively and efficiently fulfill the TXARNG's mission and operational requirements. If the Agency technician performance appraisal system uses levels of performance higher than fully successful, upon request by the technician, the technician will be provided a clear understanding on what they have to do to meet the higher standard.

b. Technicians will participate with the supervisor in establishing the written performance standard and identifying the major / critical job elements for the technician's assigned position. A technician's refusal to cooperatively participate will not delay establishment or implementation of the performance standards for the position. The reviewing official should resolve any disagreement.

c. Critical Job elements will be consistent with the technician's position description and organizational mission requirements and will be identified on the basis of the major duties and responsibilities of the position. A clear understanding of established standards hold the technicians accountable, those clearly achieving the standard shall be rated accordingly. The written performance standards will be kept as simple, objective and precise as possible.

d. A technician will be consulted upon any performance standard update requirements to reflect significant changes in a position that may occur during the appraisal period.

e. A completed copy of the Performance Standard form will be given to the technician at the beginning of the appraisal period and as changes occur, with a copy furnished to the HRO.

f. A cooperative effort will be made to resolve performance standard disagreements through participation of the technician with the supervisor to include reviewer assistance as may be required.

g. A Labor Organization official will be given the opportunity to be present at a formal discussion between a supervisor and a technician concerning the establishment and implementation of performance standards and critical elements through prior

notification to the technician and a local official of the Union. The parties here to agree that this right will be honored based upon the technician's desire and request as made known to the supervisor and local Labor Organization official.

h. Periodic counseling sessions with respect to performance compared to established performance standards will be held throughout the appraisal period and recorded on the technician's NGB Form 904 or the Automated Supervisor's Brief.

i. Appraisals of Union Officials: The time spent by union representatives in the performance of their representational duties should not be taken into account when accomplishing a performance appraisal. Rather, the performance appraisal will be based solely on performance of their officially assigned work.

24-2 LEVELS OF PERFORMANCE

If the Employer rates Technicians by the three level system, the levels will be.

- Level One: Unacceptable
- Level Two: Fully Successful
- Level Three: Outstanding

24-3 UNACCEPTABLE

a. A technician may be rated Unacceptable only after a 30-day warning and a reasonable opportunity to demonstrate a Fully Successful level of performance. The warning must be in writing and will include the following:

- (1) What job element the technician is failing to meet in order to have a Fully Successful level of performance.
- (2) What the technician must do to bring performance to a Fully Successful within the 30 day period.
- (3) What efforts will be made to help the technician improve.
- (4) That an Unacceptable rating will be given if the technician's performance does not improve.

b. A performance rating will be postponed to correspond with the 30-day warning period as may be required.

c. In the event an Unacceptable performance rating is to be rendered, it shall include written justification for the rating which corresponds to the job elements as specified in the initial warning. An Unacceptable rating shall also include a statement specifying the facts of the prior warning, an explanation of the efforts made to improve performance of the technician during the warning period, and the reasons for assigning the unacceptable rating.

d. Progress reports will be submitted by the technician in writing to include any supporting evidence or documentation to explain the technician's efforts and progress made in correcting performance deficiencies.

24-4 TRIAL / PROBATIONARY PERIOD APPRAISALS

a. Probationary technicians shall be carefully observed and appraised during the trial/probationary period to determine whether they have the qualities needed for permanent Government service. During this period, supervisors shall provide specific training and assistance to improve the technicians work performance if needed.

b. Supervisors of technicians serving a trial / probationary period must, no earlier than the beginning of the 9th month nor later than the end of the 10th month of such period, submit through supervisors channels to the HRO a signed performance appraisal form. This evaluation is not considered an official performance appraisal for the purpose of appeal rights. The purpose of this evaluation is to determine whether the technician has the qualities needed for permanent Government service.

c. The immediate supervisor will check the appropriate block on the appraisal form certifying whether the technician is to be retained or not retained. For retention beyond the trial / probationary period, this evaluation must be at least Meets Standards. If retention is not recommended the HRO will then take appropriate action to remove the technician from the Federal service. No portion of this section is to be interpreted as preventing or discouraging the initiation of a removal action at anytime during the trial or probationary period.

d. A technician serving on a trial / probationary period will not be given an official performance appraisal until after completing the required 12 months of Federal Service. After completing the 12 months of service, an official performance appraisal shall be given in accordance with the established appraisal procedures.

e. If a supervisor certifies on the appraisal form that a trial / probationary technician not be retained the HRO will process a 30 day notice to the affected technician in writing indicating the reason(s) for the termination and the effective date of the action. The probationary or trial technician will not be given a right of reply, nor will such a termination be subject to the negotiated grievance procedure.

f. A trial / probationary technician alleging termination based on discrimination may file a complaint under available EEO complaint procedures or file a grievance for other non-performance related reasons.

24-5 PERFORMANCE APPRAISAL WHILE ON DETAIL

A technician on extended detail (one hundred twenty days or more) will be given an appraisal of performance in the detail within 30 days after completion of such an assignment.

24-6 POSTPONEMENT OF ANNUAL PERFORMANCE APPRAISALS

The postponement of an annual performance appraisal will not extend beyond a 90-day period except in the most extenuating circumstances, of which the technician shall be advised in writing.

24-7 RECORDS

Official performance records will be maintained as prescribed by regulation and will be available for review by the technician concerned. Only individuals directly in the technician's chain of supervision and those determined as having an official need to know in the performance of their assigned duties will be permitted to review performance records.

24-8 PERSONNEL DECISIONS BASED ON PERFORMANCE

- a. Within-grade Step Increase. A technician with a current Unacceptable appraisal under appeal to the Review and Appeal Board who is eligible for a within-grade step increase shall be entitled to retroactive award of such increase upon a determination of Fully Successful performance in the appeal. A within-grade increase will not otherwise be considered until such time as a Fully Successful level of performance is determined.
- b. Promotions. A technician who has received a current performance of less than Fully Successful who is eligible for promotion in the employee's current position shall be considered for promotion upon a determination of Fully Successful performance in an appeal. A promotion in current position will not otherwise be considered until such time as Fully Successful performance is determined.

24-9 ACTIONS BASED ON BELOW STANDARDS PERFORMANCE

- a. Technicians will be given continuing assistance in improving areas of Unacceptable performance through counseling, direct increased supervisory assistance, and additional training efforts. Such assistance is not intended as a recurring inspection of deficiencies but as a dedicated and cooperative effort on the part of both the supervisor and the technician to improve performance to attain a Fully Successful level.
- b. If a technician's performance in the critical elements of the employee's position continues to be unacceptable, despite efforts by the supervisor or management

to improve performance, the technician may be reduced in grade (demoted) or removed from employment.

c. Prior to initiating an action to reduce in grade (demote) or remove a technician based on Unacceptable performance, consideration should be given to reassignment of the technician to another position which may be available and for which the supervisor feels the technician is qualified.

d. An action to reduce in grade (demote) or remove a technician may be initiated when all procedures of notice to the technician have been accomplished. There is no requirement to wait until the end of an appraisal period to initiate such an action, however, every effort will be made to provide a normal appraisal period.

e. A technician against whom a reduction in Grade (demotion) or removal is proposed is entitled to:

(1) A minimum 30 day advance written notice of the action to be taken (demotion or removal). The notice will include an identification of the critical job element(s) and instances of unacceptable performance on which the action is based.

(2) The respective Chapter president will be notified of the name of the technician and action to be taken upon issuance of this notice to the technician.

(3) An opportunity to answer the notice in writing.

24-10 OUTSTANDING PERFORMANCE

It is agreed that all technicians in the unit will be encouraged to participate in the National Guard Incentive Awards Program. The program will be administered in accordance with the requirements of the Office of Personnel Management (OPM), National Guard Bureau (NGB) regulatory criteria, provisions of this agreement and any provisions agreed to between the parties. Unless the Employer determines otherwise, the Employer each year will give a Performance based award to each technician who has an annual overall performance appraisal rating of Outstanding. If the Employer denies an award to a technician who has an annual overall performance appraisal rating of Outstanding, the Employer will notify the employee, and the Labor Organization in writing, stating the reasons, with supporting facts, for the denial. Upon request by the Labor Organization and the employee, the Employer will meet with the Labor Organization and the employee to discuss the denial and whether other employees have been denied awards for similar reasons.

a. This article will be used for deserving technicians meeting eligibility requirements, as outlined in this article, for performance-based awards.

b. The Human Resource Office will monitor appraisals and forward all performance-based awards to DFAS for payment.

c. The distribution of awards will be based on the performance appraisal used as justification for the award. Technicians who receive outstanding ratings during the fiscal year will receive a performance award of \$2,000.

d. Performance awards will be applied on a fair and equitable basis. Awards will be accomplished in a timely manner. The employee will not be penalized for late submission of appraisal. Disputes under this section are subject to the negotiated grievance procedure. If the rejection of an award is determined to be invalid, the technician will then be compensated in accordance with paragraph c. above.

24-11 APPEALS

A technician desiring to file an appeal of the employee's performance appraisal may do so in accordance with the negotiated grievance procedure outlined in this agreement.

24-12 PERFORMANCE APPRAISAL PERIODS

a. Each technician will be rendered a performance appraisal annually. The appraisal period will be established as the month of birth and will begin with the first day of the birth month and end the last day of the month prior to the birth month.

b. Performance appraisals will normally be forwarded to the Human Resources Office not later than 30 days following the appraisal period. Exceptions to the 30 day requirement must be submitted to the HRO in writing for approval.

c. Appraisals will be prepared as an original and two copies. After the appraisal discussion between the supervisor and technician all signed copies are forwarded to the reviewer for signature. For appraisals of Fully Successful, the reviewer is also considered the approving official. For appraisals of Outstanding the reviewer forwards all copies of the appraisal to the approving official. Distribution will be accomplished in accordance with Human Resources Office directives.

d. Incentive awards will be given to those individuals who consistently receive outstanding performance ratings in accordance with the provisions of this contract. Non-payment for an incentive award may be grieved under the Negotiated Grievance procedures of this contract.

24-13 TEMPORARY SUPERVISOR DUTIES

A temporary supervisor must supervise an employee for a minimum of 120 days to write a performance appraisal. If an individual is temporarily promoted to supervise those employees who are normally peers, the next level supervisor will be responsible for preparing the performance appraisals of those individuals.

ARTICLE TWENTY-FIVE

TRAINING

25-1 TRAINING

a. The employer will provide adequate training to all technicians to perform their assigned duties and responsibilities. The employer and the union agree that the training of all technicians is a matter of primary importance in assuring the unit's mission is accomplished safely and efficiently. Through employer and union cooperation, the parties shall seek the most effective training and development for all employees. Consistent with its needs, the employer agrees to develop and maintain policies and programs designed to achieve this purpose.

b. Annually, the supervisor and technician will evaluate the training needs of the technician and the supervisor will inform the technician of any training necessary to further his or her career. The supervisor will also identify those situations in the specific work environment that training can aid in achieving defined objective and goals of the employer.

c. The employer will identify areas of skill in which scarcities exist and insure that all technicians are informed of those areas. Furthermore, the employer will establish training opportunities in these areas and inform technicians of how to apply for training.

d. The employer will continue its present policy of training employees to the maximum extent practical.

e. When advance knowledge of the impact of pending changes in function, organization, or mission is available, it shall be the responsibility of the employer to plan for the maximum retraining of employees involved. Maximum use will be made of the authority to waive qualification requirements.

f. In the event of a reduction-in-force, the employer will determine from the appropriate State Employment Service whether any of the affected employees may be eligible for training at government expense, and if so, will inform employees how to apply for training.

g. The employer will give adequate advance notice so a technician will not be adversely affected by any change in work assignment or of any required additional training which will be necessary due to acquisition of new equipment or machinery, or implementation of a new process.

h. Training provided to a technician shall be recorded on the DD Form 1556 and a copy of this form will be maintained in the technicians Official Personnel Folder.

i. The Employer will make necessary arrangements for the technician to attend any management directed training.

j. Technicians will have the option of attending training courses in a military or technician status, provided the desired status is mutually beneficial to the agency and the employee.

ARTICLE TWENTY-SIX

HEALTH, SAFETY AND WELFARE

26-1 GENERAL

a. Certain tasks performed involve a degree of hazard, therefore, the employer agrees that employees would not normally be required to perform duties of a hazardous nature until after the necessary briefings, instructions, training, or schooling have been completed and all available safety precautions and devices have been incorporated.

b. Telephone service will be available in the facilities or buildings of the employer, which are regularly manned by employees.

c. The employer should attempt to clear parking lots and walkways of snow prior to the employee's arrival.

26-2 WORKERS' COMPENSATION

a. The directives in TXARNG 690-810 govern workers' compensation issues.

b. Employees shall immediately report job connected injuries or illness to their supervisor. The supervisor, with the employee, shall insure proper procedures are followed and that all necessary documents are completed. When the employee is incapacitated and unable to notify the supervisor of injury or illness, it shall be the immediate supervisor's responsibility to initiate required procedures as soon as they are aware an incident has occurred. Local processing of workers compensation claims will be coordinated with the HRO. In all situations involving federal workers' compensation, the HRO is available to assist the employee and if necessary ensure all required procedures are accomplished. In the event of a workers' compensation claim, the employer will advise the employee through the use of a Federal Employee's Compensation Act (FECA) question and answer booklet as to their entitlements and obligations under the FECA.

c. Consistent with law rule and regulation an employee who has been injured or temporarily incapacitated and able to perform limited duty may be afforded the opportunity to perform alternate duties until they have recovered from the injury or incapacitation. Employees serving in a temporary limited duty status may apply for and will be considered for promotion, if otherwise eligible.

26-3 TEMPERATURE RESTRICTIONS

The employer and the labor organization recognize the hazards of working in extreme temperatures yet acknowledge the necessity of accomplishing certain tasks, notwithstanding.

a. Extreme Heat: Unless the Employer determines otherwise, the Employer will grant an employees request to take a break that the employee deems necessary to avoid heat stress. If the Employer denies the request, the Employer within one workday will notify the Labor Organization in writing, stating the reasons, with supporting facts, for the denial. Upon request by the Labor Organization, the Employer will meet with the Labor organization to discuss the denial, whether the Employer expects to deny similar requests in the future, and the circumstances in which the Employer expects that it would grant a request for a break due to heat. The employer further agrees that operations involving high air temperatures, radiant heat sources, high humidity, direct physical contact with hot objects, the addition of protective clothing or strenuous continual activities have the potential for inducing heat stress in employees engaged in such operations. The employer agrees to follow OSHA guidelines regarding heat stress.

b. Extreme Cold: The labor organization acknowledges that it is the responsibility of each employee to insure the adequacy of cold weather protective clothing and equipment used by them during periods of work in extreme cold. The employer will furnish all foul/cold weather clothing and equipment (to include safety equipment) to employees at no expense to the employee. The labor organization agrees to all safety policies and procedures and the use of protective equipment. The employer agrees that work may be temporarily discontinued and rescheduled on account extremely cold temperatures. The employer will observe the following procedures in exercising its authority under this section.

NOTE: Nothing in this section shall be construed as affecting the authority of the employer to direct employees to execute the work of the employer during an emergency.

26-4 SAFETY GLASSES

a. The employer will provide OSHA approved safety glasses to those employees whose job requires safety eyewear in accordance with USPFO instruction letters. Any additional costs in excess of those required for glasses will be the responsibility of the employee.

b. The employee will furnish a current eyeglass prescription or a new prescription as vision changes occur. All issued safety glasses broken on the job will be replaced at no cost to the employee.

26-5 HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM

a. Hazardous material information and training will be made available in accordance with current DOD directives and OSHA Code of Federal Regulations 29 CFR 1900, 1910 & 1960. All training will be documented.

b. All personnel will receive the training required by the appropriate directives and standard detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, should to the greatest extent possible receive training on the

specific hazards in their work area. This training should be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. This initial training will normally occur before employees are exposed to hazardous materials.

c. Material Safety Data Sheets (MSDS) will be available to all employees exposed to any chemical hazard. The MSDS will be on file, in individual shops, in a known location and accessible to all employees.

26-6 SAFETY SURVEY

A labor organization representative shall be given, on official time, the right to be present during any safety survey.

26-7 HAZARD REPORTING

a. A hazard may be reported by any person and may be submitted on any event or condition that affects safety.

b. Reportable hazards include, but are not limited to, unsafe procedures, practices, or conditions in the following areas:

- (1) Ground operation and maintenance of aircraft.
- (2) Ground operation and maintenance of vehicles.
- (3) Operation and maintenance of facilities.
- (4) Training and education programs.
- (5) Work environment.

c. Hazards should be reported to responsible supervisors so action can be taken. Oral reports for imminent danger situations are mandatory. In such situations, the Safety Office will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an Operational Hazard Report (OHR) or DA Form 4755 (Employee Report of Alleged Unsafe or Unhealthful Working Conditions) will be prepared and given to the section supervisor. Hazard reports may be submitted anonymously, directly to the State Safety Office.

d. The State Safety Office will review and evaluate the report in accordance with OSHA 29 CFR 1900, 1910 & 1960 and other government regulations.

e. If after review and processing of the report by the State Safety Office, the originator is not satisfied, the employee may appeal or file a grievance.

NOTE: Applicable Safety regulations are on file in the State Safety Office and are available to all employees.

f. The term "imminent danger" means any condition or practice in any workplace which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for imminence of such danger to be eliminated through normal procedures.

(1) In the case of imminent danger situations, employees shall make reports by the most expeditious means available.

(2) The employee may decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through hazard reporting and abatement procedures. In these instances, the employee must report the situation to the supervisor or the next immediately available higher-level supervisor.

(3) If the supervisor believes the condition or corrected condition does pose an immediate danger, then management shall request an inspection by the State Safety Office as well as contact the labor organization, who shall be afforded the opportunity to be present at the time the inspection is made.

g. It shall be the employer's policy to issue no order that could jeopardize an employee's life, health or safety above and beyond those normal hazards inherent in daily operations. An employee who reasonably believes that an assigned task poses an imminent danger of death or serious physical harm may refuse to work if there is no reasonable alternative. A refusal to follow an order under these conditions will not, except in emergency situations, subject the employee to punitive action unless the refusal can be proven to be unjustified. The employee must, however, request the employer to correct the hazardous condition in accordance with State Health and Safety Act of 1973.

26-8 PHYSICAL FITNESS

a. If the Employer has a written policy authorizing employee participation in a physical fitness program during duty hours, then the Employer will authorize employees to participate in that program during duty hours to the extent the policy so authorizes. "

b. Employees incurring repeated injuries while participating in a physical fitness program will be removed from the activity causing the injury for the employee's own benefit.

26-9 FEDERAL EMPLOYEE'S HEALTH BENEFITS (OPEN ENROLLMENT SEASON)

During Federal Employees Health Benefits (FEHB) open enrollment season, the employer agrees to provide the following:

- a. A FEHB plan comparison chart to each eligible employee, as supplied by the Office of Personnel Management (OPM).
- b. Each major work center will be provided with benefits brochures from each health insurance plan. All employees will have access to these materials for reference. Availability of brochures is dependent upon quantities received from OPM and the health insurance carriers.
- c. Work centers will be provided with publicity information concerning open season health fairs for federal employees. Attendance at such events will be coordinated through the local supervisor. Technicians may attend in duty status.

26-10 TOBACCO

The Employer and the Association agree that an Agency prepared tobacco policy is required to ensure that technicians are not exposed to the harmful effects of another individual's tobacco habit. The Agency tobacco policy will be implemented throughout the technician work force, but may be modified to fit local situations. Implementation of the Agency developed tobacco policy is subject to I&I bargaining at the local level. In as much as the application of this policy will result in a change in working conditions, supervisors are required to meet and discuss the local implementation of the policy. The tobacco policy will be established consistent with Federal and State laws, regulations, and policies.

- a. Designated tobacco use areas will be selected by the employer, which are reasonably accessible to employees and provide protection from the elements.
- b. Employees who desire to enter a smoking/tobacco use cessation program may contact the Human Resource Specialist and seek assistance through the agency's employee assistance program. An initial one time government sponsored smoking cessation course shall be provided when requested, at no cost while in duty status.
- c. Employees who use the smoking area should be responsible for trash disposal, cleaning, and upkeep of the designated smoking area.
- d. Supervisors may allow the standard twenty (20) minute break to be split into smaller break periods to accommodate tobacco users.

ARTICLE TWENTY-SEVEN

HAZARDOUS DUTY PAY AND ENVIRONMENTAL

DIFFERENTIAL PAY

27-1 PURPOSE

The purpose of this article is to define the situations under which Hazardous Duty Pay (HDP) and Environmental Differential Pay (EDP) is paid to technicians employed by the Texas Army National Guard. Specific procedures and guidelines are established in 5 CFR Part 532 and 550. The employer and the union have as their objective the elimination or reduction to the lowest level possible all hazards, physical hardships, and working conditions of an unusually severe nature.

27-2 COVERAGE

- a. This article applies to all Texas Army National Guard bargaining unit Civil Service employees whether they are employed on a full-time, temporary, part time, or intermittent basis.
- b. HDP applies only to General Schedule (GS) technicians.
- c. EDP applies only to Federal Wage Service (WG, WL) technicians.
- d. HDP may not be paid to a technician when the duty has been taken into account in the classification of a technician's position.

27-3 POLICY

- a. HDP and EDP are additional compensation programs available to technicians for actual exposure to various degrees of hazard, physical hardship, or working conditions of an unusually severe nature.
- b. The existence of HDP and EDP differentials is not intended to condone work practices, which circumvent federal safety laws, rules or regulations.
- c. When a potential hazard or actual discomfort is identified in a work assignment, first consideration must be given to the protection of the technician. Protective measures, which reduce the hazard to the technician and relieve his discomfort, must be made available if at all practicable and the application of these measures enforced. The payment of HDP and EDP is a measure, which admits that no available means can reasonably be employed to practically eliminate the hazard or reduce discomfort to reasonably tolerable levels and provide compensation where appropriate.

27-4 RESPONSIBILITIES:

a. Employees: Each employee is required to work within the dictates of sound safety and occupational health practices and procedures, which are under his control. In those instances where the application of these practices and procedures cannot eliminate a hazardous situation, the employee must take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation. Recommendations will be forwarded through supervisory channels to the HRO and to the Labor Organization.

b. Supervisors: All supervisors and managers must insure that safety practices and acceptable work procedures are followed. In those instances where the application of these practices and procedures cannot adequately alleviate a hazardous situation, the supervisor or manager will take positive steps to report the situation, and if appropriate, initiate a request to establish an HDP/EDP situation. Upon receipt of a request to establish an HDP/EDP situation, the supervisor must examine the situation, provide recommendations, and forward the request through supervisory channels to the HRO office. Supervisors and managers do not have the authority to approve or disapprove a request to establish a payable HDP/EDP situation.

NOTE: Each supervisor or manager must immediately upon receipt forward a HDP/EDP request through supervisory channels to the HRO. The HRO must forward a HDP/EDP request to the Labor Organization Office immediately upon receipt.

c. Human Resource Office: The HRO is responsible for the management of the HDP/EDP programs. The HRO shall review and disseminate all appropriate issuance's from the Office of Personnel Management (OPM) and the National Guard Bureau as may relate to this article. The HRO and the Labor Organization shall conduct annual evaluations of the program and the approved situations to insure that they are current and valid. New qualifying situations that arise will be handled on a case by case basis.

d. HRO and Labor Organization: Upon receipt of HDP/EDP situation requests, the HRO shall meet with the Labor Organization within fifteen (15) days for the purpose of evaluating the request. For requests not addressed by this article or the CFR, equal representatives of the Employer and from the Labor Organization shall evaluate the situation and determine if the situation meets the requirements of the CFR for approval. When a situation is approved, it will be distributed to the work force.

NOTE: Nothing shall preclude negotiations through the collective bargaining process, to determine coverage of additional local situations under the appropriate application of Appendix A of the C.F.R., to determine if a local work situation is covered under an approved category, even though the work situations may not be described under a specific illustrative example, or to determine additional categories that are suitable for referral to OPM for a new environmental differential category or a different percentage differential for an existing category.

e. In new situations, submissions must include information about the hazard, physical hardship, or working condition, showing:

(1) The nature of the exposure so as to show clearly that the hazard, physical hardship, or working conditions, which results from that exposure of an unusually severe nature.

(2) The degree to which the employee is exposed to the hazard, physical hardship, or working condition of an unusually severe nature.

(3) The period of time during which the exposure will continue to exist.

(4) The degree to which control may be exercised over the physical hardship, hazard, or working condition of an unusually severe nature. The request shall also include the rate of environmental differential pay recommended to be established.

(5) Recommendations to establish new situations or to change existing situations must address the conditions indicated above and must be submitted in the format indicated in Appendix B of this article.

27-5 HAZARDOUS DUTY PAY (HDP)

a. **Introduction:** This section provides details necessary to implement an HDP in the Texas Army National Guard technician program as authorized by 5 CFR, Section 550.901.

b. **Coverage:** This article establishes the procedure for determining a schedule of pay differentials for irregular or intermittent duty involving unusually physical hardship or hazard. The law applies to GS employees serving in full-time, part-time or intermittent positions.

c. **Definitions:**

(1) Duty involving physical hardship: means duty which may not in itself be hazardous, but, which causes extreme physical discomfort or distress and which is not adequately alleviated by protective or mechanical devices. Situations, which could qualify for HDP, are:

Duty requiring exposure to extreme temperatures for a long period of time (see health and safety article), i.e. Duty involving arduous physical exertion, such as duty that must be performed in cramped conditions.

(2) Hazardous duty means duty performed under circumstances in which an accident could result in a serious injury or death, such as duty performed on a high structure where protective facilities are not used or on an open structure where adverse conditions such as darkness, lightning, steady rain, or high wind velocity exist.

(3) Hazard pay differential means additional pay for performance of hazardous duty or duty involving physical hardship.

d. Authorization to pay HDP:

(1) The supporting pay branch is authorized to pay HDP when:

- a. There is an approved HDP situation.
- b. The supervisor has processed the required documentation to civilian pay.

(2) HDP may only be paid to technicians who are assigned hazardous duty or duty involving physical hardship.

e. Payment of HDP:

(1) Hazardous pay differentials may not exceed an amount equal to 25 percent of the rate of base pay applicable to the technician. Hazard pay is in addition to any additional pay or allowances to which the technician becomes entitled. It shall not, however, be used to compute any additional pay or allowances payable under another statute or law.

(2) When a technician performs duty for which hazard pay is authorized, he will be entitled to hazard differential pay for the hours in a pay status on the day in which the hazardous duty was performed. Hours in a pay status for work performed during a continuous period extending over two (2) days shall be considered to have been performed on the day on which the work began and allowable hazardous pay shall be charged to that day.

(3) Payment of hazardous pay is authorized for technicians only while they are in a pay status.

(4) Payment of the HDP shall be made to the technician not later than the second pay period after the actual exposure takes place for an established hazard as determined by the EDP/HDP committee.

f. **Termination of HDP**

The employer shall discontinue payment of HDP to an employee when:

(1) Safety precautions have reduced the element of hazard to a less than significant level of risk, consistent with generally accepted standards that may be applicable, such as those published by the Occupational Safety and Health Administration (OSHA), Department of Labor; or,

(2) Protective or mechanical devices have adequately alleviated physical discomfort or distress.

27-6 ENVIRONMENTAL DIFFERENTIAL PAY (EDP)

a. **Introduction:** This section provides some of the details necessary to implement an Environmental Differential Pay program in the Texas Army National Guard technician program as authorized by 5 CFR, Chapter 1, Section 532.511.

b. **Coverage:** Environmental Differential Pay is applicable only to wage grade technicians as authorized by 5 CFR, Chapter 1, Section 532.511 and this article. Environmental Differential Pay will be paid IAW 5 CFR, Chapter 1, Section 532.511.

c. Basis for EDP:

(1) Environmental Differentials are paid for those work situations in which the technician is exposed to a potentially severe hazard which has a real probability of occurrence and for which no adequate precautions or protective facilities are possible to practically eliminate physical injury, illness, or death to the worker should the potential of the situation actualize. Examples of unusually severe hazards for which EDP would be authorized are:

(a) A high structure when the hazard is not eliminated by protective facilities such as scaffolding and/or enclosed ladders

(b) A high open structure when adverse conditions such as darkness, lightning, steady rain, snow, sleet, ice, or high wind velocity exist.

(c) Exposure to an unusually severe physical hardship under circumstances which cause significant physical discomfort or distress not eliminated by protective devices.

(2) Environmental situations do not qualify for differential compensation simply on the basis that an element of hazard or discomfort has been identified in a work situation. The hazard must involve a real threat with no effective

measures available to adequately alleviate the technician from attendant discomforts or threat of injury. Significant actual discomfort arising from the work situation must be experienced by the technician with no effective means available to relieve the discomfort

(3) If no effective measures are available to protect the technician from the effects of the work environment, and real injury or serious discomfort is experienced by the worker, appropriate compensation through environmental differential pay must be provided. However, the essential requirement for the work assignment, which involves potential hazard or serious discomfort must be determined first. Second, such protection as is available must be applied to reduce the effect of the adverse environmental conditions to whatever minimum is possible. Third, the number of technicians exposed to a potential hazard or severe discomfort should be limited to the absolute minimum necessary to accomplish the work assignment.

d. Payment for EDP Situations

(1) An environmental differential is paid to a wage grade technician who is exposed to a hazard, physical hardship, or working condition of an unusually severe nature.

(2) A technician subjected at the same time to more than one (1) hazard, physical hardship, or working condition of an unusually severe nature shall be paid for that exposure which results in the highest differential but, shall not be paid more than one (1) differential for the same hours worked.

(3) Environmental differential pay is authorized only when technicians are in a pay status. Overtime, which is worked for compensatory time off, is not considered a paid status for this purpose.

(4) Payment of EDP shall be made to the technician no later than the second pay period after the actual exposure takes place for an established hazard as determined by the EDP/HDP Committee.

e. Establishment of Environmental Differentials:

(1) Environmental differentials are stated as percentage amounts and are authorized for categories of exposure. The amount of the environmental differential, which is payable, is determined by multiplying the percentage rate authorized for the described exposure by the second rate for grade WG-10 on the current regular non-supervisory wage schedule for the area, counting one half (1/2) of a cent and over as a full cent. The resulting cents-an-hour amount is paid uniformly to each wage technician in the area who qualified for the authorized environmental differential, regardless of the grade level of the wage technician or the Federal Wage System (FWS) wage schedule on which the technician is paid.

(2) Changes to categories indicated in the approved situations will be affected as they change in the CFR.

f. When EDP is Paid:

(1) When a technician is entitled to an environmental differential, which is paid on an actual exposure basis, he shall be paid a minimum of one (1) hour differential pay for the exposure. For exposure beyond one (1) hour, the technician shall be paid in increments of one quarter (1/4) hour for each fifteen (15) minutes or portion thereof in excess of fifteen (15) minutes; i.e., if a technician is exposed for one (1) hour and six (6) minutes, he will be paid EDP for one (1) hour and fifteen (15) minutes. However, when more than one (1) exposure occurs within the same hour, then the employee shall be paid only the exposure which results in the highest differential.

(2) When a technician is exposed at intermittent times during the day to an unusually severe hazard, physical hardship, or working condition for which the environmental differential is paid on an actual exposure basis, each exposure is considered separately and the amount of time exposed is not added together before payment is made for exposure beyond the one (1) hour duration, except that pay for the environmental differential may not exceed the number of hours of active duty performed by the technician on the day of exposure.

(3) When a technician is exposed to an unusually severe hazard, physical hardship, or working condition for which an environmental differential is payable on a shift basis and on the same day he is exposed to an unusually severe hazard, physical hardship, or working condition for which an environmental differential payable on an actual exposure basis at a higher rate is authorized, then the technician shall be paid the environmental differential on the basis of the actual exposure, and the environmental differential on the basis of the shift for the remaining hours in the pay status that day.

(4) When an employee is exposed to a situation for which an environmental differential is authorized on the basis of hours in a pay status, the agency shall pay him differential for all hours in a pay status on the day (calendar day, or to avoid problems involving uncommon tours of duty and when designated by the agency, a 24-hour period) on which he is exposed to the situation.

g. Computing Environmental Differential Payments:

(1) An environmental differential is paid in accordance with 5 CFR 532.511, either on the basis of actual exposure, or on the basis of hours in a pay status. A wage grade technician, who is exposed to a situation for which an environmental differential is authorized under 5 CFR 532.511, is entitled to the appropriate differential regardless of whether the technician has a full-time, part-time, or intermittent tour of duty; on regular assignment or on detail; or serving under a temporary appointment or under an appointment without time limitation. However, to receive a differential, there must be actual exposure to the environmental condition. The following is given as an aid in computing environmental differentials. For example, a technician whose regular tour of duty is 0800 to 1600 hours, Monday through Friday, is exposed to situations for which a differential is authorized, as follows:

<u>Day</u>	<u>Hours Worked</u>	<u>% Rate</u>	<u>Differential Earned</u>
Monday	0830 to 0900	4	1 hour @ 4%
	0920 to 0930	4	0 (second exposure in same hour)
	1000 to 1130	25	1-1/2 hours @ 25%
	1200 to 1205	4	1 hour @ 4 %
Tuesday	0800 to 0805	4	1 hour @ 4%
	0855 to 0925	4	30 minutes @ 4 % (continuation of a. preceding hour)
	1000 to 1005	4	1 hour @ 25% (see following)
Tuesday	1055 to 1110	25	15 minutes @ 25% (continuation of b. preceding hour)
	1114 to 1120	4	15 minutes @ 25%
Wednesday	0845 to 0900	4	1 hour @ 25% (pay for an hour at c. higher rate)
	0940 to 0945	25	
	1555 to 1600		1 hour @ 4% (1 hour of EDP; no d. overtime pay)
Thursday	1530 to 1730	4	1 hour @ 4% (even though entitled e. to 2 hours) (call-back overtime, only f. 1 hour of EDP)
Friday	0845 to 0850	4	
	0900 to 1600		1 hour @ 4% annual leave

(2) Environmental differential pay during absences on leave:

a. Environmental differential is included as part of a technician's base rate of pay for periods of paid leave, (annual leave, sick leave, administrative courses, etc.) under the following circumstances:

a. When a technician is exposed to a situation for which an environmental differential is authorized on the basis of hours in a pay status, that differential will be paid during period of absence on paid leave on the day on which the exposure occurs.

b. When a technician is exposed to a situation for which an environmental differential is authorized on an actual exposure basis, that differential will be paid during a period of absence on paid leave only to the extent that the leave is within the minimum payment periods of one (1) hour's differential pay for the exposure or beyond that in increments of one-quarter-hour.

b. A technician will not be paid an environmental differential during a period of absence on paid leave on any day in which he would not have been exposed to situations for which an environmental differential is authorized.

c. Because an environmental differential is paid only on a day on which a technician is exposed to a situation for which the differential is authorized, it is not included in a lump-sum payment for annual leave or in computing severance pay.

(3) Termination of EDP:

The employer shall discontinue payment of EDP to an employee when:

a. Safety precautions have reduced the hazard to a less than significant level of risk, consistent with generally accepted standards that may be applicable, such as those published by the Occupational Safety and Health Administration (OSHA), Department of Labor, or

b. Protective or mechanical devices have adequately alleviated physical discomfort or stress.

27-7 DOCUMENTATION OF EDP-HDP EXPOSURE

a. The supporting payroll office receives documentation of EDP/HDP by use of an NGB Form 104 (Appendix C) Certificate of Authorization for Environmental Differential Pay, attached to time and attendance (T&A) cards as prescribed in DCPS pay manual. This process is required in order to calculate payments of EDP/HDP.

b. Duration of exposure:

List the date, inclusive clock time in the "From" and "To" columns, and actual elapsed time in hours and minutes of each category of exposure shown in the preceding column: i.e., 1 January 1999; 1300 - 1525 hours; 2 hours and 25 minutes.

c. The signature and title of the authorizing official must be officially designated for the particular situation in order to certify the exposure for pay purposes.

ARTICLE TWENTY-EIGHT
RADIOS / ELECTRONIC DEVICES

The Employer agrees to allow the playing of a electronic devices in work areas, with discretion, as long as it is played in such a manner so as not to disturb work, cause a noise disturbance, threaten safety standards, or is otherwise inappropriate for the workplace.

ARTICLE TWENTY-NINE

DISCIPLINE

29-1 GENERAL

a. This article applies to matters of CONDUCT only. Actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and contract modifications. It is acknowledged that in some cases, disciplinary actions are necessary; however, they should always be of a constructive nature. Disciplinary actions which are primarily punitive in nature shall only be considered in the most serious cases.

b. The parties recognize that discipline should normally be "progressive" in nature (e.g. actions should normally start with a counseling and only increase in severity if conduct does not improve). Disciplinary action will be taken for the purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. Management should consider a closer degree of individual supervision and/or counseling to affect corrective action prior to undertaking disciplinary action. Both parties recognize that Appendix A, TPR 752 will only be used as a general guide in determining appropriate penalties when corrective action is necessary.

c. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the individual's supervisor.

d. Disciplinary action will be administered IAW TPR 752 and any other procedures and requirements prescribed in this article.

29-2 NON-DISCIPLINARY CORRECTIVE ACTION

a. This type of corrective action will consist of a counseling interview or warning between the employee and the supervisor. While counseling and warnings are not disciplinary actions as defined in TPR 752, they may be used as a basis for disciplinary action if conduct does not improve. At this interview the employee will be advised of the specific infraction or breach of conduct and exactly when it occurred. Counseling and warnings may be recorded in the individual's personnel file, in pencil. If the corrective action is to be annotated in the individual technician's personnel file, the technician is entitled to have a Labor Organization representative present if desired. The supervisor will advise the technician of this right prior to the interview.

b. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will normally be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to

management/technicians concerned and individuals to whom the technician has given written permission.

c. An appeal of a counseling or warning may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling or warning to be deleted.

29-3 DISCIPLINARY CORRECTIVE ACTION

a. Disciplinary corrective action consists of oral admonishments, written reprimands, suspensions, reductions in grade, and removals. Even though these actions constitute disciplinary corrective action, only suspension, reduction in grade and removal actions are considered adverse actions since they affect the pay of the technician.

b. Before disciplining a technician, the supervisor will gather all available facts and discuss them with the technician, informing the technician of the reason for the discussion. In accordance with section 29-6 of this Article the technician may have a Labor Organization representative present if so desired. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon, the following procedure will apply.

(1) An oral admonishment:

(a) Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. In accordance with section 29-6 of this Article, the technician may have a Labor Organization representative present if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment.

(b) Will be annotated in pencil (date and subject) on the NGB Form 904-1.

(2) Written reprimand will:

(a) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(b) Be in accordance with section 29-6 of this Article, that the technician may have a Labor Organization representative present if so desired. The supervisor will advise the technician of this right prior to the presentation of the letter of reprimand.

(c) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.

(d) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) [HRO] until a specific date. Retention period may not exceed 12 months or when no longer needed or relevant to a continuing or recurring problem.

(3) An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

c. In order to protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will normally be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

d. If adverse action is decided upon, the procedure in Section 29-4 applies.

29-4 ADVERSE ACTIONS

c. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade of any technician. There must be a reason for taking adverse action. That reason is commonly referred to as a "cause" and is defined as "an offense against the employer/employee relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation. Having a "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (for example, the technician's ability to perform his/her duties, the agency's ability to fulfill its mission, etc.).

d. Adverse actions will not be initiated by any supervisor without consulting with the Reviewing Official and obtaining approval of the HRO before issuing a proposed adverse action and original decisions. The following, as required by agency regulation TPR 752, will be the sequence of events for an adverse action:

(1) Technicians will be given at least a 30 calendar day notice of proposed termination and fifteen 15 day notice of proposed suspension or reduction in grade signed by the individual proposing the action. The technician or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.

(2) The technician will be given a Notice of Original Decision, signed by the Reviewing Official, which will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

(a) Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.

(b) If the technician requests a hearing, the HRO will submit a written request to NGB-TN for a list of examiners. In turn, NGB-TN will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to the Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiner's per diem and travel expenses will be paid by management.

e. An adverse action will be carried out and the action upheld in accordance with 32 USC 709e (5) and (6). In the event of successful appeal, back pay will be reimbursed in accordance with 5 USC Sec 702, Sec. 5596b.

29-5 RECORDS

a. In any disciplinary action an employee will, upon written request, be furnished a copy of all written documents in the employer's files that contains evidence used by the employer to support the disciplinary action. Informal notes made by supervisors that allege infractions, lateness, and the like cannot be used in proceedings against employees unless timely disclosed beforehand.

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee may initial the entry if desired. The employee's initials acknowledge that the employee KNOWS that an entry was made, but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.

c. Documented non-disciplinary corrective action or disciplinary corrective action will not be retained in the technician's personal file longer than 12 months unless a recurring problem is evident. If no reoccurring problem is evident, the reference/document will be removed after 12 months.

29-6 REPRESENTATION

a. When the intention of any discussion may lead directly to disciplinary action, the technician will be advised in writing of his/her right to be represented by counsel or to have a Labor Organization representative present prior to that discussion. The following format will be used for written notification purposes:

<p>THIS IS WRITTEN NOTIFICATION THAT YOU HAVE THE RIGHT TO HAVE UNION REPRESENTATION DURING THIS DISCUSSION. IN ADDITION, YOU HAVE THE RIGHT NOT TO HAVE UNION REPRESENTATION DURING THIS DISCUSSION.</p> <p>YES _____</p> <p>NO _____</p> <p>_____</p> <p>(SIGNATURE)</p>
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b. If the employee accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have Labor Organization representation, that waiver must be in writing. The Labor Organization will be served a copy of that waiver. The Labor Organization retains its right to be present at all grievance meetings whether the employee accepts representation or not. The Employer agrees to notify the Labor Organization of pending meetings related to ongoing grievances and allow the Labor Organization an opportunity to be present. Once the technician has elected to have a Labor Organization representative present, the interview will be delayed a reasonable amount of time until the employee's representative can be present.

c. A supervisor who is conducting an investigative interview will notify the technician that the interview may lead to disciplinary action and that the employee has the right to remain silent and may refuse to give a written statement until a representative is present, or representation has been declined in accordance with this section.

ARTICLE THIRTY

TECHNICIAN TRAVEL

30-1 AUTHORIZATION

- a. Travel and per diem of employees will be directed only when officially justified and by those means which meet mission requirements.
- b. Management understands that certain circumstances associated with temporary travel may cause undue personal hardship with technicians involved in said TDY; therefore, the technician, upon request, may be released from such temporary duty assignment if a qualified replacement is available and willing to perform the duty.

30-2 PER DIEM

Travel and Per Diem for travel or temporary duty as an employee shall be authorized in accordance with DoD/JTR regulations (Volume II). Employees will not be directed to perform official travel at their own expense or at rates of allowances or reimbursements inconsistent with the provisions contained in Volume II of the Joint Travel Regulations. DoD/JTR regulations governing adequacy of quarters for civilian employees traveling in civilian status when adequate government quarters are not available and/or provided during official travel will prevail.

30-3 SEVEN DAYS NOTICE

Each employee shall be given a minimum of seven days notice of travel requirement, if possible.

30-4 TRANSPORTATION AND QUARTERS

a. Employees required to travel shall be furnished transportation at government expense. General Services Administration (GSA) vehicles may be used if available. Privately Owned Vehicles (POV) may be authorized, in accordance with provisions of Joint Travel Regulation, Volume 2.

b. Technicians on TDY will occupy quarters that meet "established minimum standards" and will not be directed, coerced, or pressured to occupy substandard quarters (armories, OMS shops, hangers, non-motel/hotel). At the employee's discretion he/she may occupy state or federal facilities.

Note: "Established minimum standards" shall not be less than shown in Table 5-1 of DoD Directive 4165.63-M, i.e. two hundred fifty (250) square feet net living area, private bedroom, private bath and environmental controls.

c. Certificates of non-availability will be issued when government directed lodging is not available. Where lodging is not available at the duty location the employee is responsible for making travel arrangements. Reimbursement of such expenses will be in accordance with applicable JTR.

ARTICLE THIRTY-ONE

WAGE SURVEY

LABOR ORGANIZATION PARTICIPATION

a. The Employer agrees to notify the Union when instructions are to make preliminary preparations for conducting either a full scale wage survey or a wage change survey.

b. The provisions of 5 USC and 5 CFR 532 or appropriate governing directives and regulations will be followed in conducting full scale wage survey or a wage change survey for the Federal Wage System.

c. Selection of Local Wage Survey Committee Members team will be made in accordance with appropriate governing directives and regulations.

d. Union participation in wage surveys will be permitted to the maximum extent permitted by regulation. When the union is designated as the qualifying labor organization with respect to functioning with management on wage surveys, one half of the data collectors will be bargaining unit employees recommended by the committee member representing the Union. The Union will submit the names of at least two bargaining unit employees for appointment as data collectors/alternates for each position. Team member selections will be made by the committee.

e. All information gathered by any member or data collector of the Local Wage Survey Committee is the property of the United States Government and none of this information may be conveyed to any person not authorized to receive the information. Survey data is strictly confidential. Rates of individual companies will not, under any circumstances, be revealed to other companies, to other employee groups, or to any person not authorized to receive the rates.

f. Technician(s) involved in the official conduct of the survey will be in an official duty status and travel will be in accordance with Article Thirty of this agreement.

g. The members of the Local Wage Survey Committee will participate in all phases of the full-scale wage survey. In the Wage Change Survey, the alternate member will participate only in the absence of the primary member.

h. In a Full Scale Wage Survey, all members designated by the Union may attend the training conducted for data collectors.

ARTICLE THIRTY-TWO

CLASSIFICATION ACTIONS

GENERAL

a. It is agreed that before management assigns an effective date for any downgrade resulting from reclassification, management will, after impact bargaining, provide the affected technician with:

(1) A notice, no less than 30 days in advance of the effective date.

(2) A copy of the new position description or the current position description if no changes are being affected (attachment to (1) above).

(3) Upon request, the OPM/Civil Service Classification Standards that the position was graded by.

(4) Further information, knowledge and assistance on rights and appeal preparation.

NOTE: The above actions will be implemented prior to the effective date but no later than 30 days prior to the effective date.

b. If any position is downgraded with a substantial change of duties and job number, it will be determined during impact and implementation bargaining what procedures will be used to accomplish the action. In all other cases downgrades resulting from reclassification will invoke a priority placement program that will **precede** normal merit placement procedures.

c. No personnel actions resulting directly from reclassification will be taken until management and the Labor Organization have met to negotiate the impact of the proposed action(s). The parties will meet within one week after advance notice of the action(s) is provided to the Labor Organization.

d. The Labor Organization may request an on site audit or survey of the duties being performed, to be accomplished by the Human Resource Office and immediate supervisor. If the HRO deems an audit to be warranted, the audit or survey shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this audit or survey.

e. The Employer will not utilize classification actions for the purpose of either awards or punishment.

f. During the grade retention period two years, if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician will be

offered the position. If there is more than one fully qualified eligible technician in grade retention the internal placement plan will be utilized. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized. The people on the retention roster shall be given priority consideration.

ARTICLE 33

REDUCTION-IN-FORCE

33-1 GENERAL

The Employer is responsible for implementing a Reduction in Force (RIF).

33-2 PROCEDURES

a. Procedures relating to reduction in force will be governed by provisions contained in Public Law 95-454, National Guard Bureau Regulation TPR 300 (351), and this Article. The detailed procedure to effectuate this article will be in accordance with Article 36 (Impact Bargaining) of this Labor/Management Agreement. Further it is agreed between the parties that procedures used by management officials in exercising their authority, with respect to RIF actions, are negotiable and to that extent the Employer, State of Texas, in recognizing the responsibility of the Labor Organization to represent the bargaining unit employees, agrees to negotiate appropriate arrangements for bargaining unit employees adversely affected by implementation of this article.

b. No bargaining unit employee will be released from employment due to a reduction in force unless:

(1) That employee and such employees exclusive representative have been given written notice at least 60 day in advance of such release, and

(2) The reduction in force involves the separation of a large number of employees [50 or more], the employees and their exclusive representative have been notified, normally at least 120 days in advance, of:

(a). The number of employees to be separated due to the reduction in force broken down by geographic location and;

(b) When those separations are expected to occur.

NOTE: Every effort will be made to avoid the need for a reduction in force by considering normal attrition, organizational adjustments, restricting recruitment, employee-requested downgrades, and management directed reassignments.

33-3 DEFINITIONS

a. **Reduction-In-Force (RIF):** RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, due to lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the technician.

b. **Competitive Areas:** The boundary within which employees compete for retention and receive placement offers. A competitive area may be defined in terms of organizations and/or geographical location. The competitive area should be identified during advance planning for RIF and negotiated with the Labor Organization.

c. **Competitive Levels:** A competitive level consists of all positions within a competitive area, which are in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.

d. **Tenure Groups:** Technicians are divided into three Tenure Groups:

Group I - Technicians under permanent appointment who are not serving on probation or trial periods.

Group II - Technicians serving on probation or trial periods.

Group III - Technicians who have been given indefinite appointments in the excepted service.

e. **Retention Registers:** A record that lists technicians in descending order, within their competitive levels, starting with the technician with the highest score first. A retention register must be established before releasing competing technicians from their competitive level. All competing technicians are listed on a retention register for a competitive level based on the positions to which they are officially assigned. This does not include positions to which technicians have been temporarily promoted, reassigned, detailed, or are serving under saved grade. Such technicians will be placed on the retention register according to their properly classified position.

(1) A technician retention standing will be computed using the following:

(a). The averaging of the Technician Performance Appraisals scores as established by OPM/DoD procedures.

(b). Service Computation Date used as a further tiebreaker

(c) Technician Service Date used as tie breaker

(2) A technician retention score and overall rating is determined by computing the average of the individual technician's performance appraisal scores over the last three years.

(3) A performance rating of "Fully Acceptable" will be automatically given for any missing performance appraisals.

(4) Once authority for a reduction in force has been received, receipt of a new performance appraisal will not affect the technician's standing in the current reduction in force. The HRO will establish the effective date for the freeze on appraisals.

33-4 HRO RESPONSIBILITIES

a. Meet with the Labor Organization to explain the need for a reduction in force and negotiate procedures to be used.

b. After impact bargaining with the Labor Organization, notification of the RIF will be in the form of a general notice as far in advance as possible.

c. Prior to issuance of a general notice of reduction-in-force, a determination will be made by management regarding the need to curtail promotions and filling vacancies.

d. Screen the manning documents to determine which vacancies will be needed for placement action.

e. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.

f. A separate written notice will be given to each affected technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.

g. Technicians RIF'd will be placed on a Reemployment Priority List and will be notified by mail of any position opening and will be afforded priority consideration. This provision shall apply two years from the notification of the RIF action.

h. HRO will notify all affected technicians of any matter that might facilitate the delivery of rapid response assistance or other services under the Job Training Partnership Act (29 USC 1501).

ARTICLE THIRTY-FOUR
GRIEVANCE PROCEDURES

34-1 GENERAL

a. A grievance is:

(1) Any complaint by any employee concerning any matter relating to the employment of the employee.

(2) Any complaint by the Labor Organization concerning any matter relating to the employment of any employee.

(3) Any complaint by any employee, the Labor Organization, or agency concerning:

(a). The effect of interpretation, or a claim of breach, of the collective bargaining agreement or;

(b). Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

b. The Labor Organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance.

c. Except as provided by 5 U.S.C. 7121(d), the negotiated grievance procedure is the exclusive procedure available to the Employer, the Labor organization, and the employees for filing and processing of grievances.

d. It is the policy of the Employer that all employees have a right to present their grievances to the appropriate management officials for prompt consideration and equitable decision. This procedure provides a means for the prompt and orderly consideration and resolution of employee(s) or Labor Organization grievances. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

e. A file of formal grievances will be maintained at the facility level.

f. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances. If an employee or group of employees elects to present their grievance without the assistance of the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement.

34-2 EMPLOYEE INFORMAL GRIEVANCE

a. It is agreed that settling of problems may be accomplished verbally before becoming formal. Formal in this sense means a written grievance presented under Section 34-3.

b. At the informal stage, the employee and the representative will meet with the immediate supervisor and attempt to resolve the issue/problem that caused the grievance. This step is encouraged by both the Employer and the Labor Organization.

c. The informal grievance may be initiated within 15 calendar days following the incident giving rise to the grievance, or from the date the technician became aware of the incident, or that the incident might constitute a grievance. In order to attempt to resolve a problem before it becomes a formal grievance, the supervisor should meet with the affected technician and/or the steward within seven working days of the grievance receipt or request a meeting in an effort to informally resolve the issue. The supervisor will advise the aggrieved technician of his/her decision within seven working days from the date the grievance was first presented.

d. In order to avoid misunderstanding, the technician must make clear to the supervisor that an "Informal Grievance" is being presented at the initial presentation, either orally or in writing.

Note: If at any time in the informal stage the grievant freely chooses to terminate the grievance, he/she will do so by a written statement (on the grievance form) of termination to the Management with a copy to the Labor Organization. Such a termination action will be binding on the technician.

34-3 FORMAL GRIEVANCE

a. Step 1

(1) If the aggrieved technician is dissatisfied with the decision reached through the informal procedures, the grievance will be reduced to writing using the agreed to form (see attach. 1) by the technician(s), or by the Labor Organization on the technician(s) behalf, or on the Labor Organization's behalf, and submitted to the next appropriate higher level supervisor with a copy to the Human Resource Office within seven working days after receiving the supervisor's response as described in section 34-2c.

(2) The second level supervisor will review all material submitted by the grievant. He/she may call for an interview with the grievant accompanied by a Labor Organization representative, if desired. This supervisor shall render his/her decision, with directorate concurrence in writing within seven working days following receipt of the formal grievance. All parties will cooperate by responding to a meeting, if requested, to try to resolve the issue through

discussion at this stage. The decision reached at this stage shall be reduced to writing with copies furnished to the parties concerned, including the Human Resource Office.

b. Step 2: If the grievance is not satisfactorily resolved at Step 1, the technician (or the Labor Organization representative at the technician's request) may forward the formal grievance to the appropriate director. This will be done within seven working days after receipt of the second level supervisor's written decision on the formal grievance. This director will follow those procedures established at Step 1 in an effort to resolve the grievance. A determination of settlement will be provided to the individual and the Labor Organization, in writing, within seven working days. If the grievance is not sustained, a reason in writing will be provided explaining the decision.

c. If the grievant is dissatisfied with the settlement offered by the director, an appeal will be made to the Adjutant General within seven working days. TAG will provide a decision within seven working days to the grievant and the Labor Organization. If the TAG does not sustain the grievance, a reason will be provided, in writing, for non-settlement of the grievance.

Note 1: For any grievance denied by TAG, the Labor Organization has the right to request that the TAG: (1) Supply the Labor Organization with all investigatory and/or documents used in the original action and a denial of said grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of Para. 34-6. (2) Submit a position as to arbitrability of the immediate grievance and the supporting rationale, in writing, to the Labor Organization.

Note 2: The Labor Organization and the Employer understand that circumstances may arise that will cause delays in respect to the prescribed time limits of this negotiated grievance procedure. These circumstances must be valid and presented in good faith. Such circumstances will be negotiated on a case by case basis and be kept to an absolute minimum. Failure on the part of either party to render a timely decision at any step of the grievance process entitles the other party to advance the grievance to the next step.

Note 3: If at any time in the formal stage the grievant freely chooses to terminate the grievance, he/she will do so by a written statement of termination to the Management with a copy to the Labor Organization. Such a termination action will be binding on the technician.

34-4 LABOR ORGANIZATION/MANAGEMENT GRIEVANCE

GENERAL: Labor Organization initiated grievances will name the Chief of Staff as respondent. Employer initiated grievances will name the Labor Organization president as respondent. The following procedures will be utilized for all such grievances.

a. Step 1: The grievance will be prepared in writing and submitted to the Chief of Staff/Labor Organization president within seven working days of the grieving party becoming aware of the event(s) constituting the grievance. Within seven working days, the parties will meet to attempt to resolve the grievance. The respondent will provide a decision, in writing, within seven working days, to the grieving party. Management may, within seven working days from the date of the decision, inform the Labor Organization that the grievance will be submitted to arbitration.

b. Step 2: If the Labor Organization is dissatisfied with management's decision, an appeal will be forwarded to TAG. TAG will provide a decision to the Labor Organization within seven working days. If TAG does not sustain the grievance, a reason in writing will be provided to the Labor Organization. Labor Organization may, within seven days from the date of the decision, inform the Employer that the grievance will be submitted to arbitration.

Note: The Labor Organization and the Employer understand that circumstances may arise that will cause delays in respect to the prescribed time limits of this negotiated grievance procedure. These circumstances must be valid and presented in good faith. Such circumstances will be negotiated on a case-by-case basis and be kept to an absolute minimum.

34-5 EXCLUSION

The negotiated grievance procedure contained in this Article does not apply with respect to any grievance concerning the following matters that are expressly excluded from this grievance and arbitration procedure:

- a. The provisions of 32 U.S.C. 709 (f) (adverse action and RIF appeals) are expressly excluded from this grievance and arbitration procedure.
- b. Any matter relating to prohibited political activities.(Hatch Act Violations)
- c. Any matter relating to the classification of any position which does not result in a reduction in grade or pay of any employee.
- d. A suspension of or removal for national security reasons.
- e. Any examination, certification or appointment.
- f. Any matter relating to retirement, life insurance, or health insurance.

g. Employee grievances based solely on non-selection from a properly developed roster of qualified candidates will not be accepted. Non-selection due to nepotism or other non-merit factors is grieveable.

h. Performance Appraisal Appeals.

i. EEO Complaint/Appeals.

34-6 ARBITRATION PROCEDURES

Recording of arbitration: A verbatim transcript of the arbitration will be made when requested by either party, the expense of which shall be born by the requesting party. If both parties or the arbitrator request or obtain a copy of the transcript, the costs shall be shared equally by the Union and the Employer.

a. Arbitration will only be used to settle unresolved grievances arising under the grievance procedure Article. The decision to refer the grievance to arbitration must be submitted to the other party within 30 days of the date of the final decision on the grievance. Only those matters which are not expressly excluded in the grievance procedure Article of this Agreement will be subject to arbitration.

b. The right of appeal which may exist with respect to clause (1), (2), (3), or (4) of Section 709(f) Public Law 90-486 shall not extend beyond the Adjutant General. Arbitration may be used to settle unresolved grievances, not excluded by Section 709(f) clause (1), (2), (3) or (4) of Public Law 90-486. Only the Labor Organization or the Employer may invoke the provisions of this section. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance, the arbitrator will simultaneously hear the question of arbitrability and the merits of the case. The arbitrator will then rule on the question of arbitrability and the merits of the case concurrently.

c. When arbitration is invoked, the party invoking arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within seven working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, a toss of a coin will determine which party will be selected to strike a name from the list first, then the parties will alternately strike the names from the list until only one name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within 30 days the parties will select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection action.

d. Upon selection of an arbitrator, Management and the Labor Organization will meet and attempt to stipulate as to the issue to be submitted to the arbitrator. If the

parties cannot agree, they will each submit to the arbitrator the issue(s) they feel should be decided by the arbitrator furnishing a copy of the submission to the other party. The need for, and the timeliness of such information submission, is at the discretion of the arbitrator.

e. Expenses incurred for the arbitrator's consulting fee, travel and per diem will be shared equally by the Employer and the Labor Organization. Expenses incurred in providing services deemed necessary to both parties shall also be shared equally. Any Expenses incurred in obtaining desired services or witnesses shall be borne solely by the party requesting the service or witness.

f. The arbitration hearing shall be held on a date and a location mutually agreed upon by the parties. In the event a date or location cannot be agreed upon, the arbitrator will decide both.

g. The scope of arbitration will be limited to the interpretation and application of the terms and provisions of the written Agreement and of agency or activity regulations. The jurisdiction and authority of the arbitrator is limited and confined exclusively to: the interpretation and application of the expressed provision or provisions of this Agreement; and the agency or activity regulations at issue between the parties with respect to Federal Law. Any revisions to this agreement or agency policies or regulations addressed and/or findings by the arbitrator will be accomplished by the Labor Organization and the Employer.

h. Certification of compliance with the decision of the arbitrator, to include corrective action taken, where appropriate, shall be provided to the other party as soon as practical.

i. If no exception to an arbitrator's award is filed under subsection (a) of section 7122 during the 30 day period beginning on the date the award is served on the party, the award shall be final and binding. An agency shall take the actions required by an arbitrator's final award. The award may include the payment of backpay (as provided in 5 USC section 5596 (b) the Back Pay Act).

34-7 WITNESSES

The appellant, the employee's representative, and required witnesses who testify in the arbitration hearing, and who would otherwise be in a duty status, shall be in a pay status without charge to leave while participating in the arbitration proceedings. By mutual consent, depositions are appropriate when time or geographical constraints preclude the physical presence of a witness. Any expenses incurred in providing necessary witnesses, other than Texas Army National Guard employees, shall be borne by the requesting party.

GRIEVANCE FORM

1. DATE	2. GRIEVANT'S NAME	3. POSITION
4. SHOP/OFFICE		5. DUTY PHONE
6. HOME ADDRESS		7. HOME PHONE
8. GRIEVANCE PRESENTED TO		9. DATE OF INCIDENT
10. CONTRACT/REGULATION REFERENCE (Or others if required)		
11. DETAILS OF GRIEVANCE (Attach separate sheet(s) if required. State in detail the incident or action on which this grievance is based providing name, dates and locations, as applicable)		
12. SPECIFIC RELIEF REQUESTED (Attach separate sheet(s), if required)		
13. UNION REPRESENTING Grievant Signature		14. UNION NOT REPRESENTING Grievant Signature
15. GRIEVANCE STEP (Initial, date, and attach previous decision) <div style="display: flex; justify-content: space-between;"> <div> Informal _____ Date _____ </div> <div> Step 1 _____ Date _____ </div> <div> Step 2 _____ Date _____ </div> <div> Step 3 _____ Date _____ </div> </div>		
16. REPRESENTATIVE		
17. RECORD OF RECEIPT (Supervisor at each step - signature and date) <div style="display: flex; justify-content: space-between;"> <div> Step 1 _____ Step 2 _____ Step 3 _____ </div> <div> Date _____ Date _____ Date _____ </div> </div>		

GRIEVANT WILL COMPLETE ITEMS 1 THROUGH 12 AND 13 OR 14

ARTICLE THIRTY-FIVE
CONTRACTING OUT

35-1 GENERAL

The Agency will notify the Union of its intent to contract out work which is traditionally performed by technicians and would result in a RIF, transfer, or loss of function affecting employees in the bargaining unit. The Agency will take all possible actions to minimize the impact on affected technicians.

35-2 IMPACT AND IMPLEMENTATION BARGAINING

When the Agency determines that certain services/activities are to be accomplished by contracting out to outside agencies, the Union will be provided the opportunity to participate in I&I bargaining.

ARTICLE THIRTY-SIX

IMPACT BARGAINING

36-1 PURPOSE

Prior to decisions regarding the implementation of any change to working conditions that could adversely affect one or more members of the bargaining unit, management will negotiate with the Labor Organization appropriate arrangements regarding the impact of the proposed changes. Such negotiations will take place prior to any announcement of the proposed management action which could adversely affect a bargaining unit member's condition of employment.

36-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to, personnel policies, practices and matters which affect working conditions, to include such matters as safety, Labor Management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction in force procedures, hours of work and TDY assignment procedures.

36-3 CHANGES AFFECTING WORKING CONDITIONS

It is mutually agreed that impact bargaining is best served at the lowest appropriate level. The Labor Organization agrees to furnish a list of representatives authorized to I & I bargain at the appropriate site within the state. Management agrees to notify the appropriate Labor Organization official prior to any changes. Management agrees to provide the chapter president or his/her designee draft copies of state level regulations/policies affecting work conditions state wide for review prior to implementation. If the Labor Organization desires formal discussion concerning contents of the drafts, management should be contacted within 15 working days after receipt to establish a meeting time/place to meet and confer on the matter.

36-4 MEETINGS

a. Upon notification by the Labor Organization, Management agrees to meet and confer as soon as practicable. Date and time will be by mutual consent.

b. The employer and the Labor Organization agree to render decisions on issues not resolved at the meetings, within ten working days unless it is mutually agreed otherwise.

c. Consistent with the above, and within the authority to do so, the employer agrees not to make changes in personnel policies practices and working conditions, without and until prior negotiations with the Labor Organization have been completed. If in order to carry out the mission of the agency during an emergency, immediate implementation of a change or changes to any conditions of employment is required, the employer agrees to issue temporary instructions pending negotiations. Negotiations over the changes will commence as soon as the change/changes are required or as soon thereafter as practical.

ARTICLE THIRTY-SEVEN

AGREEMENT ADMINISTRATION

37-1 EFFECTIVE DATE

The effective date of this agreement shall be after execution by the parties and approval by the Agency/Department of Defense (DoD). Both dates will be made part of the agreement prior to distribution.

37-2 AGENCY APPROVAL

a. The Agency/DoD shall approve the agreement within 30 days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

b. If the Agency/DoD does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and be binding on the Employer and the Labor Organization subject to the provisions of applicable law, rule or regulation.

c. In the event that a particular article of the agreement is not approved by the Agency/DoD, the remainder of the agreement shall take effect as provided by law. The articles not approved by the Agency/DoD shall later be incorporated as negotiations or appropriate remedies dictate.

d. A particular article or section not approved by the Agency/DoD shall later be incorporated into the agreement, provided subsequent negotiations are warranted by third party decision.

37-3 AGREEMENT DURATION

This agreement will remain in effect for three years from the date of approval by the Agency/DoD, or, under the provisions of P.L. 95-454, section 7114, (c) (3) whichever is applicable.

37-4 AGREEMENT PRECEDENCE

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in the Agency/DoD regulations with respect to conditions of employment, as defined in P.L. 95-454, section 7103 (a)(14).

37-5 AGREEMENT AMENDMENTS/SUPPLEMENTS

a. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:

(1) Either party to this agreement may initiate negotiations for the purpose of supplementing this agreement with provisions not covered by this agreement.

(2) By mutual consent, either party may initiate negotiations at the midpoint of this agreement, after service of notice no later than 60 days prior to the midpoint of this agreement.

b. A request for an amendment or supplement to this agreement by either party shall be in writing, setting forth the need or reason for the proposed change, and a summary of the change.

c. Representatives of the Employer and the Labor Organization will meet within 30 days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

d. Approval of an amendment or supplement to the agreement will be accomplished in the same manner as provided for approval of the basic agreement.

37-6 NEGOTIATING A NEW AGREEMENT

Thirty days prior to the start of negotiations of a new agreement, representatives of the Employer and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations. Negotiations for a new agreement will commence no earlier than 150 calendar days nor later than 90 calendar days prior to the termination of this agreement.

GLOSSARY OF TERMS

Accouterments - Accessory items on uniforms, i.e., patches, name tapes/tags, grade/rank insignia, etc.

Agreement - See Collective Bargaining Agreement.

Appraiser - The individual most responsible for the technician's performance, for establishing performance standards, for counseling the technician on the critical and major job elements, and for appraising the technician based on pre-established mutually understood standards. The Appraiser is the technician's immediate supervisor.

Appraisal Period - The period of time, normally one year, but not less than 120 days, for which a technician's performance will be appraised.

Appropriate Unit (Appropriate Bargaining Unit, Bargaining Unit, Unit) - A group of employees which a labor union seeks to represent. In the Federal Government, the Federal Labor Relations Authority determines and appropriate unit to be one which (1) must have clear and identifiable community of interest; (2) must promote effective dealings with the Agency; and (3) ensure efficiency of the operations of the Agency.

Approving Official - An Employer official in the supervisor chain at a level higher than the Reviewing Official.

Arbitration - Method of settling employment disputes through recourse to an impartial third party whose decision is usually final and binding.

Association - Refers to The Association of Civilian Technicians, Inc. (ACT), local chapters, and the ACT National.

Collective Bargaining (Collective Negotiations, Negotiations, Negotiation of Agreement) - The performance of the mutual obligations of the Employer and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and to execute a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

Collective Bargaining Agreement (Agreement, Contract, Bargaining Contract, Negotiated Agreement) - A written Agreement between and Employer, or an association of Employers, and a labor organization, or organizations, usually for a definite term, defining conditions or employment, rights of employees and labor organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the Agreement.

Conditions of Employment (Working Conditions) - In the Federal sector, this term means personnel policies, practices, and matters whether established rule, regulation, or otherwise, affecting working conditions. It does not include policies, practices, and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by Federal statute.

Consultation - An obligation on the part of Employers to consult the labor organization on particular issues before taking action on them. In the Federal Government consultation refers only to the duty owed by agencies to labor organizations which have been accorded national consultation rights. That duty involves informing the union of substantive changes in conditions of employment, giving the union time to present its views and recommendations, considering those views and recommendations.

Dues Allotment (Dues Withholding, Dues Check-Off) - Practice whereby the Employer, by agreement with the Union, and upon written authorization from the employee where required by law or agreement, regularly withholds Union dues from employees' wages and transmits these funds to the Union.

EAD – Employee Assigned Date

Employer - The Adjutant General (TAG) or his designated representative(s).

Formal Discussion - Discussions between an Agency representative(s) and a Bargaining Unit employee(s) or the employee's representative(s), on an employee's grievance, or personnel practice or policy, or other condition of employment which affects Bargaining Unit employees. The Union has the right to be present at these discussions.

Grievance - Any complaint by any employee or by any labor organization relating to the employment of the employee(s). Also any complaint concerning the effect or interpretation or claim or breach of a Collective Bargaining Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. Whether a complaint is formally recognized and handled as a grievance depends on whether the subject of the complaint is covered under the grievance procedure.

Management - Broad term used to define any individual who represents the Agency in an official capacity, most commonly, supervisors and managers.

Management Officials (Managers) - In the Federal service, means an individual in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

Management Rights - The right of Management to make day-to-day personnel decisions and to direct the work force without notification to, or consultation with, the exclusive representative. Usually "Management Rights" refers to a specific list of Management authorities which are not subject to Collective Bargaining.

Negotiated Grievance Procedure - A systemic procedure agreed to by the negotiating parties for the resolution of grievances. The negotiated grievance procedure is applicable only to employees in the Bargaining Unit.

Official Time - Duty time that is granted to a Union representative to perform designated functions without loss of pay or charge to that employee's leave account.

On-The-Clock - Paid time.

Past Practice - Existing practices sanctioned by use and practice that are not specifically included in the Collective Bargaining Agreement.

Performance Standards - A description of the level of performance/achievement, including quality, quantity, and timeliness necessary to achieve a fully acceptable performance of the duties and responsibilities of the position.

Qualified (Applicant) - In this Agreement, pertains to an applicant for a vacant/advertised position who, using established staffing procedures, is able to meet minimum qualification of the advertised position.

Supervisor - In the Federal service, means an individual having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Reviewer (Of Performance Appraisals) - Normally the technician's second level supervisor in the (supervisory) chain of command. The Appraiser will consult with the Reviewer prior to discussing the rating with the technician and obtain the Reviewer's concurrence, and signature, and then present the rating to the technician for signature.

Weingarten Right - Refers to the right of a Bargaining Unit employee to be represented by the Union under specific circumstances. That right exists when (1) the employee is examined in an investigation (an investigatory examination) conducted by an Agency representative, (2) the employee reasonably believes disciplinary action against him may result, and (3) the employee requests Union representation.

APPENDIX A-1
(EXAMPLE)

Communications Installation

High Work – 25% EDP

5 CFR, Appendix A, Part 1, Paragraphs 2a, b, and 15 (1), (2), (3). Actual Exposure.

- A) Situation: The communications systems used by the TEXAS ARMY National Guard may include towers over 100 feet in height from the ground. Technicians may be required to accomplish communications installation on these towers.
- 1) High Work: Work on a tower or any structure 100 feet above the ground, floor, or roof.
 - 2) Working at a lesser height:
 - (a) If the footing is unsure or the structure is unstable; or
 - (b) If safe scaffolding, enclosed ladders, or other similar protective facilities are not adequate (for example: working from a swinging state, boatswain chair, or a similar support); or
 - (c) If adverse conditions, such as darkness, steady rain, high wind, icing, lightning, or similar environmental factors, render working at such height(s) hazardous.
- B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.
- C) Approving Authority: EDP/HDP committee.

**APPENDIX A-2
(EXAMPLE)**

Handling, Hauling, and Storage of Unserviceable Explosives and Incendiary Material

High Degree Hazard – 8% EDP

5 CFR, Appendix A, Part 11, Paragraph 2. Hours in Pay Status.

A) Situation: The handling, hauling, inspection, and storage of unserviceable Class A, B, and C explosives. Due to unserviceable condition of these components, the severity of hazard risk cannot be determined.

B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: EDP/HDP committee

**APPENDIX A-3
(EXAMPLE)**

Exposure to Hazardous Weather

25% EDP/HDP

5 CFR Part 532, Appendix A, Part 1, Paragraph 9. Actual Exposure.

5 CFR Part 550, Appendix A, Subpart 1, 2(c).

A) Situation: Technicians may be required to work on equipment outside the facility and, as a result, may be exposed to temperatures and/or wind velocity, when the exposure exceeds the established parameters in the Health and Safety Article.

B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: EDP/HDP committee.

**APPENDIX A-4
(EXAMPLE)**

Aircraft Fuel Cell Repair Work in Fuel Storage Tanks

High Degree Hazard – 8% EDP

5 CFR, Appendix A, Part 11, Paragraph 9. Hours in Pay Status.

A) Situation: The fuel cells/tanks of the aircraft are an integral part of the aircraft. Normal stresses imposed at the seams, rivets, and fasteners during flying cause fuel leaks, which must be repaired.

1) Frequent maintenance of the fuel tank is required to determine the condition of the sealant, location of leaks, removal of deteriorated sealant and resealing of the area.

2) A de-fueling, de-puddling, and purging process is required to remove fuel vapors from the tanks. Access to the internal wing area must be gained by personnel making the repair to depuddle and purge the tank of highly volatile and flammable fuel vapors.

3) Toxic chemicals are mixed and applied to the affected area to soften the deteriorated sealant for removal. New sealant is applied to the area where old deteriorated sealant has been removed.

4) Technicians performing such duties must work in a cramped and strained body position to gain access to areas within the tanks. The atmosphere within the tank is both toxic and flammable from the fuel and chemicals involved. Protective clothing and equipment must be utilized to reduce damage to the skin and inhalation of toxic vapors.

B) The fuselage bladder type tanks, which are interconnected: Maintenance actions require the changing of fuel pumps, leaking hydraulic components, and tank leaks. Access to bladders must be gained by personnel making the repair to depuddle and purge the tank of vapors.

1) Technicians performing such duties must work in a cramped and strained body position when removing and/or repairing fuel cells.

2) Technicians working in fuel cell cavities between leaking fuel cell and cell cavity walls are exposed to fumes and fuel from fuel soaked cell walls, which have the potential to cause discomfort in the form of nausea or skin, eye, and nose irritation and abnormal soil of body and clothing.

B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: EDP/HDP committee.

APPENDIX A-5 (EXAMPLE)

Maintenance and Inspection on Aircraft

High Work at a Lesser Height – 25% EDP

5 CFR, Appendix A, Part 1, Paragraph 2b Actual Exposure

A) Situation: Texas Army National Guard aircraft and transient aircraft vary in height. Their fuselage may have slopes. The fuselage surface may be extremely slippery when wet or when covered with ice or snow.

1) Preflight inspections require personnel to walk out on the fuselage to make a visual inspection of the skin for damage and security of panels, caps, and doors. Servicing, to include fuel, oil, hydraulic fluid, and alcohol may require access from the upper wing area.

2) Sheet metal repairs and other maintenance may require the maintenance tasks to be accomplished from the topside of the fuselage.

3) All of these functions may be accomplished during darkness, rain, high winds, icing, or a combination of adverse weather conditions, which renders the task most hazardous.

B) Determination Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: Maintenance Officer.

APPENDIX A-6 (EXAMPLE)

Welding Hazards – Poisons (Toxic Fumes)

Low Degree Hazard – 4% EDP

5 CFR, Appendix A, Part 11, Paragraph 5. Hours in Pay Status.

A) Situation: The various types of welding operations create numerous health and fire hazards.

1) Poisonous fumes and gases, which may cause serious illness, are produced in welding operations in confined spaces.

2) Harmful light rays produced by welding flames and arcs may seriously injure the eyes and burn the skin.

3) The skin may be burned by splashing metal, hot sparks, welding flame or arc, and hot objects which are handled.

4) Severe electric shock is possible from electrically powered welding apparatus.

5) Welding may be required within a cramped area of turbo jet engines exhaust systems while the engine is still installed on the aircraft.

B) Suitable personal protective clothing and equipment, such as helmets, shields, aprons, goggles, gloves, gauntlets, or other items of clothing of approved design, are worn by personnel performing welding operations. However, under certain conditions, protective clothing, equipment, and safety practices do not provide full protection from the hazards of welding.

C) Determination: Normally, EDP for this work situation would not be appropriate. Suitable personal protective clothing and equipment, such as helmets, shields, aprons, goggles, gloves, gauntlets, or other items of clothing of approved design are worn by personnel performing welding operations. This protective clothing and equipment, together with prescribed safety practices, practically eliminate any hazard from welding. Further, conditions 2, 3, and 4, above, are not pertinent in this category and do not warrant EDP. Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

D) Approving Authority: EDP/HDP committee.

**APPENDIX A-7
(EXAMPLE)**

Fire Fighting

High Degree Hazard – 8% EDP

5 CFR, Appendix A, Part 11, Paragraph 10. Hours in Pay Status.

A) Situation: Selected technicians must participate in fire fighting operations on the immediate fire scene and be in direct exposure to all the hazards inherent in containing or extinguishing fire. Technicians participate as emergency members of fire fighting crews involved in fire fighting at an explosive ammunition storage area, gasoline or jet fuel, or aircraft, where loss of fire and destruction of valuable equipment and property can occur.

B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: EDP/HDP committee.

**APPENDIX A-8
(EXAMPLE)**

**Charging and Maintenance of Nickel-Cadmium Batteries/Lead-Acid – Poisons
(Toxic Chemicals)**

Low Degree Hazard – 4% EDP

5 CFR, Appendix A, Part 11, Paragraph 5. Hours in Pay Status.

A) Situation: Technician involved in charging, testing, disassembly, and assembly of nickel-cadmium batteries are entitled to environmental differential pay. EDP is payable under this category only when the exhaust ventilating system does not meet the specifications for a battery shop, explosive proof lights and switches (Lead-Acid) are not installed, and water and sewage are not immediately available.

B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: EDP/HDP committee.

**APPENDIX A-9
(EXAMPLE)**

Handling, Inspection, and Installation Class C Explosives

Low Degree Hazard – 4% EDP

5 CFR, Appendix A, Part 11, Paragraph 3, Hours of Pay.

A) Situation: This is an area of aircraft maintenance where extensive damage to property, physical injury, and destruction of valuable weapons systems can occur.

1) Technicians performance requires handling, inspection, and installation of explosive starter cartridges on assigned aircraft.

2) The MXU-4/A and MXU-FA/A starter cartridges are a class C explosive. All precautions are taken during installation against the presence of static electricity or stray voltage. A 1.2 amp electrical current will fire this explosive.

B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: EDP/HDP committee.

**APPENDIX A-10
(EXAMPLE)**

Missions to Accompany Law Enforcement Officials on Counter Drug Support Missions

High Degree Hazard – 100% EDP, 25% HDP Actual Exposure
5 CFR Appendix A, Part 1, (1) (h)

A) Situation: Technicians are sometimes tasked to accompany state and federal law enforcement officials on counter drug support missions. This duty places the technician in a hazardous environment that could result in injury or the loss of life.

B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: EDP/HDP committee.

**APPENDIX A-11
(EXAMPLE)**

Loading, Unloading, or Transport of Munitions and Armament

Low Degree Hazard – 4% EDP
5 CFR, Appendix A, Part 11, paragraph (3).

A) Situation: Technicians who are directed to unload, load, or transport explosives and incendiary material are subject to the risks associated with such handling. Small arms ammunition is not included in this category.

B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: EDP/HDP committee.

**APPENDIX A-12
(EXAMPLE)**

Handling, Storage, and Transportation of Toxic Chemicals

5 CFR 532, Part II, Section 5

High Degree Hazard –8% EDP Hours in a Pay Status

Low Degree Hazard – 4%

A) Situation: Technicians that are required to handle toxic chemicals are subject to the risks associated with exposure to such chemicals.

B) Determination: Personnel shall be compensated when directed to perform these duties and have received approval in accordance with Article 27 of this agreement.

C) Approving Authority: EDP/HDP committee.

Appendix B
(EXAMPLE)

REQUEST FOR HAZARDOUS DUTY OR ENVIRONMENTAL DIFFERENTIAL
PAY DETERMINATION

TO:

FROM:

The Adjutant General of Texas
ATTN: HRO
Texas Army National Guard
P.O. Box 5218
Austin, Tx. 78763-5218

The following local work situation is submitted in accordance with LMA, Hazardous Duty and Environmental Differential Pay Article for determination of entitlement to differential pay under provisions of:

☐ Hazardous Duty Differential ☐ Environmental Pay Differential

1. Is there an identical HDP/EDP work situation at/near the immediate location/work site?

☐ Yes (provide an explanation) ☐ No ☐ Unknown

2. Is there an identical HDP/EDP work situation elsewhere in Texas that you are aware of:

☐ Yes (identify the location/work site) ☐ No ☐ Unknown

3. Indicate the classification and grade levels of the technicians performing the work.

4. Indicate the applicable technical instructions covering the work situation.

5. List the applicable safety regulation(s) covering the work situation.

(Appendix B Continued)

6. Has there been a safety or environmental health report prepared for the situation?

___ Yes (provide copy as attachment) ___ No ___ Unknown

7. What is the approximate length of time the situation is expected to exist?

___ Months ___ Years ___ Indefinitely

8. Recommended Rate.

9. Recommended officials authorized to certify for exposure and pay.

10. Provide a detailed description of the severe hazard, physical hardship, or working condition.

11. Provide a detailed explanation of actions taken in an attempt to eliminate the condition.

12. Comments/Remarks (use continuation sheet if required)

THIS REQUEST HAS BEEN SUBMITTED & CERTIFIED BY

<u>Submitted By</u>	<u>Technician Supervisor</u>	<u>Safety</u>
<u>Officer</u>		

Signature
Signature

Signature

Typed Name
Name

Typed Name

Typed

Date

Date

Date

Appendix C

**CERTIFICATION OF AUTHORIZATION FOR ENVIRONMENTAL
DIFFERENTIAL PAY**

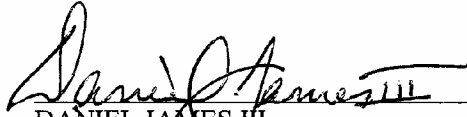
Name	SSN	Unit and Location
I certify this employee was exposed to the following hazard, physical hardship, or working condition category(ies) for the duration indicated, incidental to performing his/her assigned duties and is, therefore, authorized environmental differential pay in accordance with the Labor/Management Agreement and 5 CFR 532.511.		
		Total Hours
Signature and Title Cat Expo of Authorizing Official	Date	From To (min. 1 Hour)

For Payroll Use Only					
Summary of Environmental Differential Pay Hours					
<u>Category 1</u>			<u>Category 11</u>		
Rate	Code	Hours	Rate	Code	Hours
100%	A		50%	M	
25%	B		8%	N	
15%	C		4%	O	
4%	D				

NGB FORM 104




This agreement is effective 30 days after signed or upon Department Of Defense approval, whichever is later.

Date signed: December 08, 2000

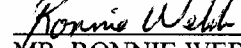
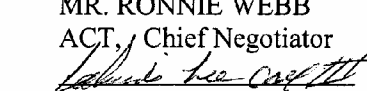

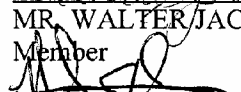
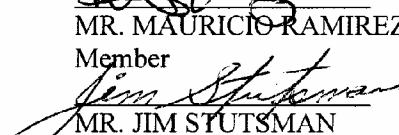

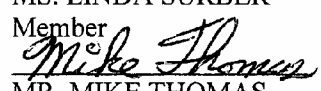
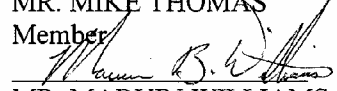
 15 Jan 2001
DANIEL JAMES III
Major General, TXANG
Adjutant General
Date

NEGOTIATION TEAM MEMBERS

FOR THE EMPLOYER:


MR. JAMES D. BISHOP
AGTX Chief Negotiator

MS. KAREN HOCHSTRASSER
Member

CPT WARREN SMITH
Member

FOR THE UNION:


MR. RONNIE WEBB
ACT, Chief Negotiator

MR. JOHNNIE COX
Member

MR. WALTER JACKSON
Member

MR. MAURICIO RAMIREZ
Member

MR. JIM STUTSMAN
Member

MS. LINDA SURBER
Member

MR. MIKE THOMAS
Member

MR. MARVIN WILLIAMS
Member

